

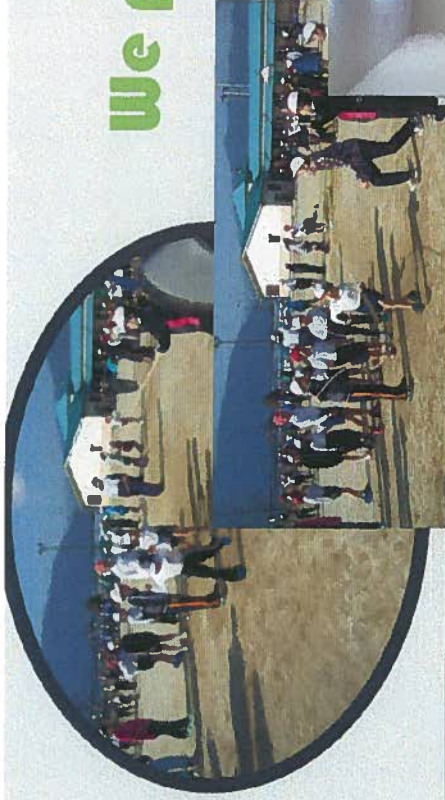
Trip to Ibigawa, Japan— 2014



November 5th-11th,
2014

**On the first
day, we went to
the
Kiyomizu
Elementary
School.**

**We played jump-
rope...**



**The Preschoolers
Bathroom**



**(The Kindergartners and
preschoolers were a big hit
😊)**

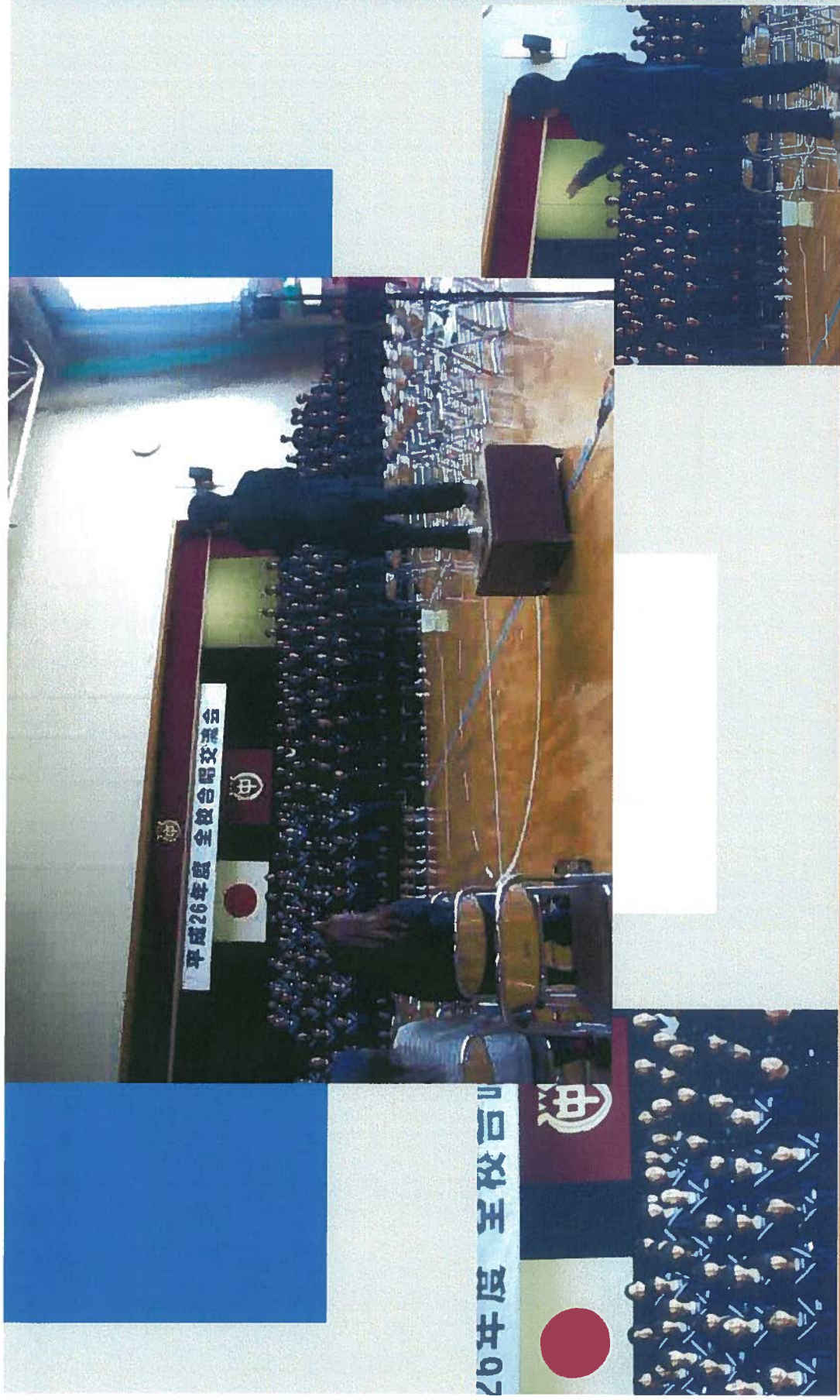




...and did Origami with the 6th graders!

**Afterwards, we went to a Junior High School in
Ibigawa.**





We enjoyed their choir presentation.

Performing a ritual.



For free time, several girls were taken to an old Temple.



(An intense game of Jenga.)

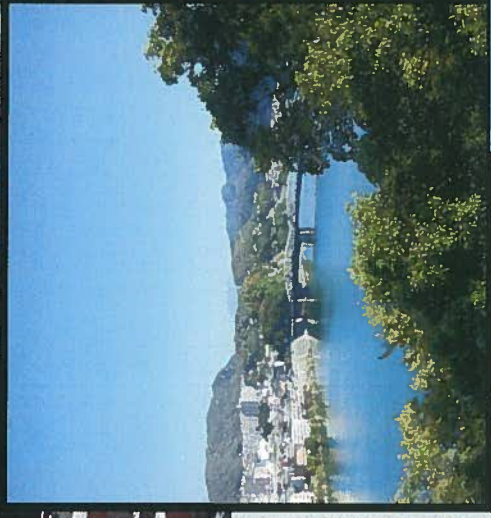


The Welcome Party (Saturday)

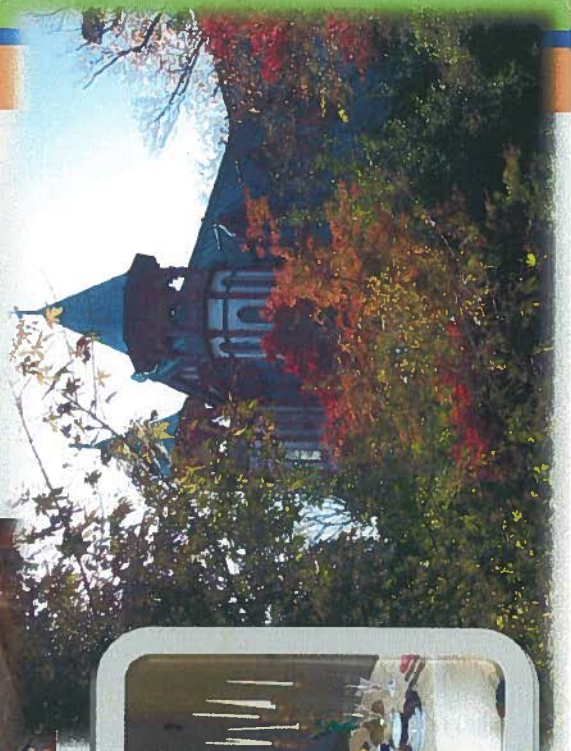
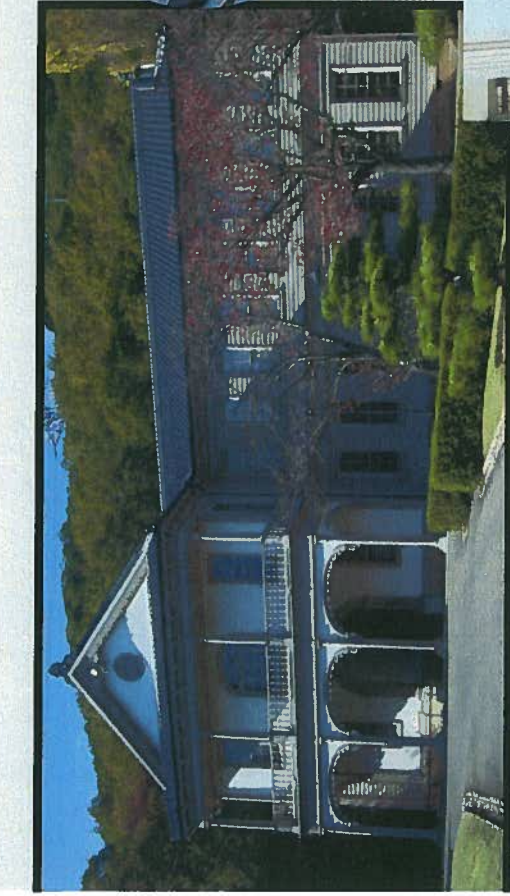
Mayors Walk and Marathon

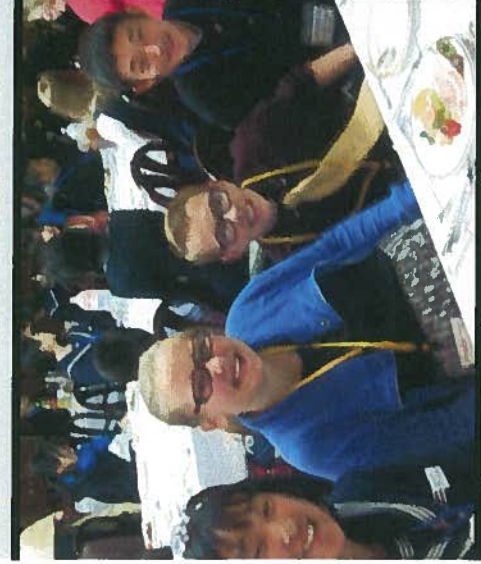


TOURING INUYAMA-JO (A CASTLE):



At Meiji- Mura (A Museum City)

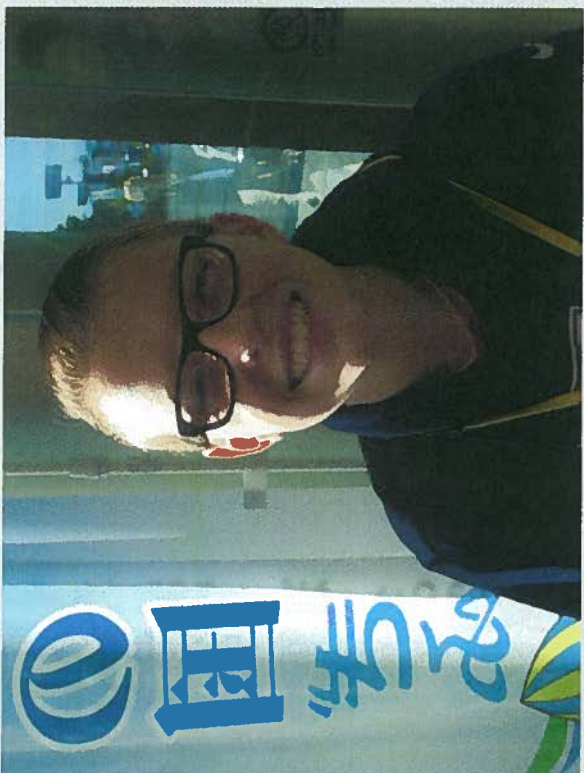




The Farewell Party



(We were all so sad to leave!)







Mayor Pike and his Daughter



Chaperone

Chaperone



Chaperone

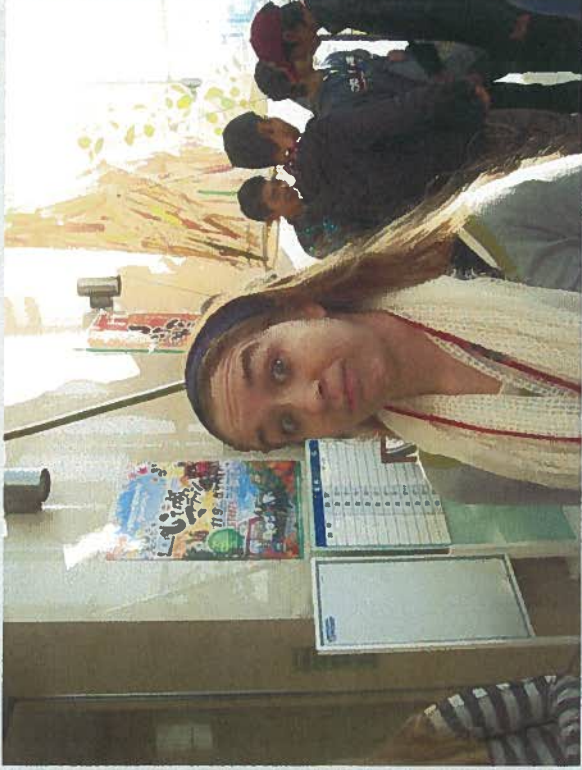


Chaperone

Chaperone



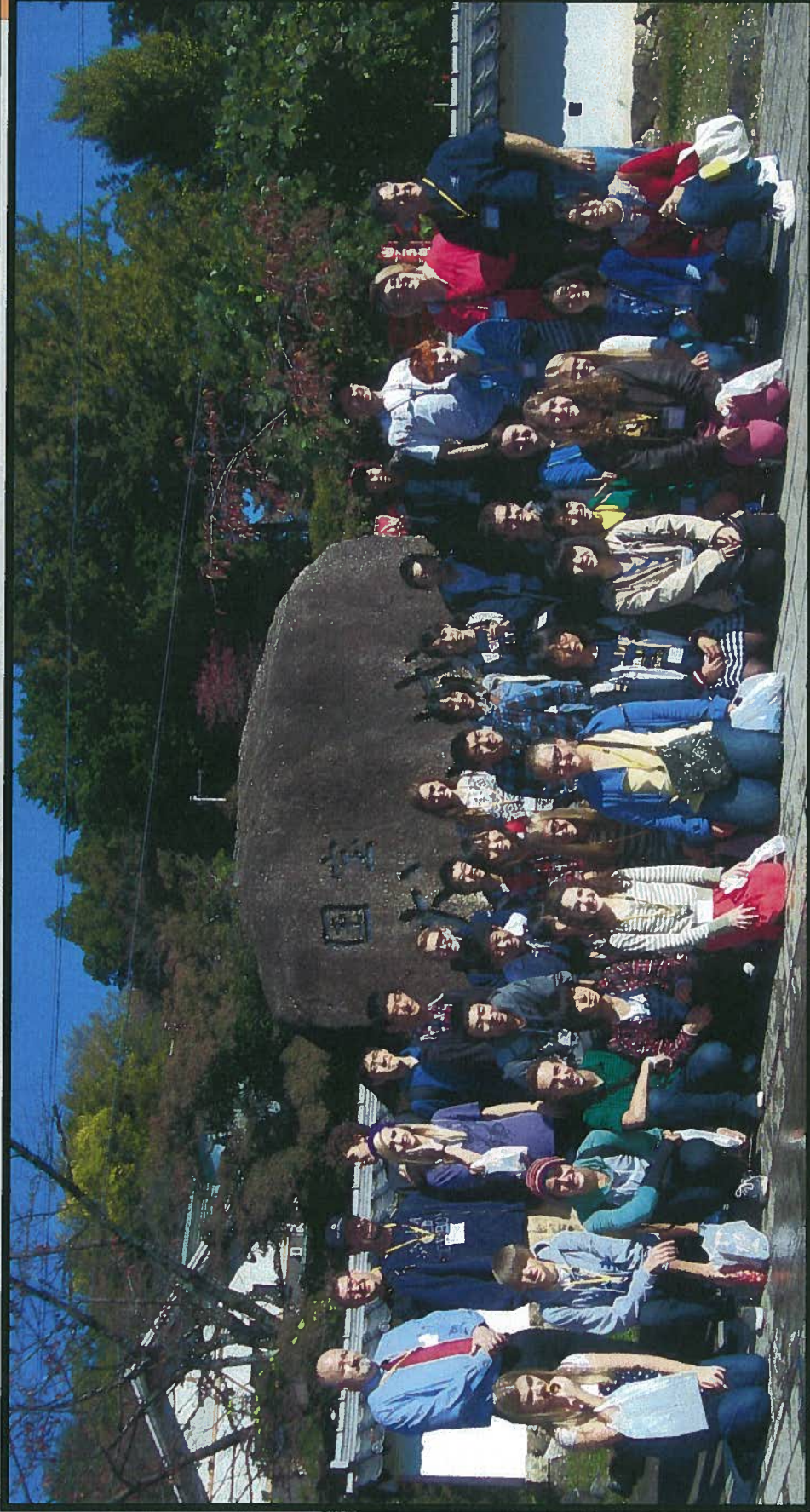
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**What a fun trip!!!
(The End)**

DRAFTAgenda Item Number : **1A**

Request For Council Action

Date Submitted 2014-11-13 15:11:51**Applicant** Rich Stehmeier**Quick Title** Hangar Lease - Sorenson Montana**Subject** Consider approval of the sale of hangar 56Aa from Steven Howcroft to Sorenson Montana LLC.**Discussion****Cost** \$0.00**City Manager Recommendation** Meets requirements. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [Sorenson Montana, LLC 56A.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Sorenson Montana, LLC 56A.pdf](#)



PRIVATE HANGAR AGREEMENT
BETWEEN
CITY OF ST. GEORGE
SORENSEN MONTANA, LLC

PRIVATE HANGAR AGREEMENT

THIS PRIVATE HANGAR AGREEMENT (which, as amended from time to time, is defined herein as the "Agreement") is entered into as of the ____ day of _____, 201_, by and between the City of St. George, Utah, a Utah municipal corporation, (the "City") and Sorenson Montana, LLC, an Montana LLC, ("Tenant").

RECITALS

WHEREAS, City operated a municipal airport located at 317 S. Donlee Drive, St. George, Utah 84770 (the "Former Airport") until on or about January 13, 2011; and

WHEREAS, City constructed a new airport located at 4550 S. Airport Parkway, St. George, Utah 84790 (the "Airport") and commenced operations at the Airport on or about January 13, 2011; and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for purposes of constructing and using a private hangar for aircraft as set forth in this Agreement;

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property described in Exhibit A together with the improvements constructed thereon by City (the "Premises"). City has authority to lease such Premises. Tenant agrees to accept the Premises "as is," and City makes no warranty as to the condition of the Premises or their suitability for any particular purpose.

B. Construction of Tenant Improvements. Tenant shall construct on the Premises the improvements that are authorized by City from time to time as provided in Exhibit B (the "Tenant Improvements"). Tenant agrees that Tenant's construction of the Tenant Improvements as provided in this Agreement is a part of the consideration to City under this Agreement.

C. Purpose of Agreement. Tenant agrees that it shall use the Premises for the following purposes only: the parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes (including, but not limited to, parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft). An "Aircraft" shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide proof of the ownership or control of any Aircraft upon City's request.

The following are the make, model, and identification number of all Aircraft approved by City upon entering this Agreement, and Tenant shall provide the same information to City in writing when requesting approval for any subsequent Aircraft:

- i. Make: Cessna
- ii. Model: 182T
- iii. Identification Number: N825DH

D. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the Airport (in the areas designated by City and as permitted by applicable Laws and Regulations, as such term is defined in Section 4.B) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

E. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to City, City reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

F. Enjoyment of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. **Term.** This Agreement shall be effective during the period when Tenant constructs the initial Tenant Improvements as stated in Exhibit B. The term of this Agreement shall commence on July 21, 2011 (the "Commencement Date") and shall continue thereafter for a term of thirty (30) years until July 20, 2042, (the "Expiration Date").

3. **Rent**

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without set-off or deduction the annual ground rent provided in Exhibit C commencing on the Commencement Date. The rent for any fraction of a year shall be prorated. All rent shall be payable annually in advance without notice or demand by the first business day of the month of January and shall be subject to the terms stated in Exhibit C.

B. Additional Rent. Any sum (other than the rent required in Section 3.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed

by City), fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that City determines (in City's sole discretion) interferes with any operation at the Airport or decreases the Airport's effectiveness. Tenant shall promptly notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction.

B. Comply with All Laws. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations, the Airport Building Development Standards, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon a written request by City, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; any commercial activity; driving a motor vehicle at an Airport location other than a roadway or parking area (except in connection with parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft); the use of automobile parking areas in a manner not authorized by City; self-fueling activities on the Premises or any other area that City has not authorized; any use conflicting with Exhibit F; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. In addition to Tenant's indemnification obligations set forth in Article 6, Tenant, at Tenant's sole cost, shall repair or replace (to City's sole satisfaction) any damaged property that belongs to City or City's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made to the Premises any alteration or improvement that is subject to City code requirements, and shall not alter or improve other areas of the Airport, without City's prior written consent (in City's sole discretion).

H. Signage and Advertising. Tenant is not authorized to install or operate any signage on the Premises or at the Airport except with the prior written approval of City (which may be given or withheld in City's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Tenant shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

I. Security. Tenant is responsible to comply (at Tenant's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that City has the right (in City's sole discretion) to impose any Airport security requirements that City may determine. Tenant further agrees that Airport access credentials are the property of City and may be suspended or revoked by City in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

J. Removal of Disabled Aircraft. When consistent with Laws and Regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft or any other aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within the Tenant Improvements or, with City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines, in its sole discretion, to be in City's best interests.

K. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is equal to the level of maintenance maintained by the City in comparable areas and that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of the Tenant Improvements for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 7.

L. Operations. Tenant's operations shall comply with the following:

i. Airport Operations. Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

ii. Safety. City may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not being observed.

iii. Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so that they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties.

iv. Deficiencies. Without limiting or waiving any other remedies available to City, City's remedies shall include the following in connection with deficiencies in Tenant's operations:

a. Propose and Implement Cure. Tenant shall meet with the Airport Manager upon such manager's request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

b. Remove Employees and Associates. City shall have the right to require that Tenant remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of Section 4.L.iii or otherwise detrimental to City's interests at the Airport.

c. Liquidated Damages. City shall have the right to require Tenant to pay liquidated damages in connection with addressing any deficiency as further set forth in Exhibit C.

5. City's Rights and Obligations

A. Airport Maintenance. City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("City's Associates") reserves the right to enter the Premises as provided in this Section 5.B. City and City's Associates shall not be deemed guilty of trespass upon the Premises, or to have violated any of Tenant's rights hereunder, by reason of such an entrance into any portion of the Premises.

i. Without Notice. City and City's Associates shall have the right to enter the Premises (not including the Tenant Improvements) at any time and without prior notice, provided that they shall not unreasonably interfere with Tenant's use of the Premises. City and City's Associates shall have the right to enter the Tenant Improvements at any time and without prior notice for any purpose relating to any emergency, security or safety concern, or to investigate or remediate potential threats or hazards.

ii. Notice. In addition to the rights set forth in Section 5.B.i, City and City's Associates shall have the right to enter the Tenant Improvements for any other purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, and conduct Airport work) provided that they shall not unreasonably interfere with Tenant's use of the Premises. In connection with such entry, City shall provide twenty four (24) hours' advance notice to Tenant by sending a message to Tenant

if: (a) Tenant maintains on file with City a working email address (or an address in another format designated by City) that is capable of accepting messages for Tenant, and (b) Tenant provides to City a key or other access to the Premises by no later than the time of the entry. If Tenant does not comply with all of the foregoing conditions for such notice, City and City's Associates shall have the right to enter the Tenant Improvements as determined by City in City's sole discretion.

iii. Interviews. Tenant agrees to allow City to interview any of Tenant's employees to discuss any matters pertinent to Tenant's use, occupancy, or operations at the Premises and the Airport.

C. City's Right to Work Within, Alter, or Recover Premises. City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole discretion) determines to be in City's best interests, including, but not limited to, within the Premises. City may elect to pursue any such work without recovering the Premises from Tenant, in which case City shall exercise reasonable care to minimize disruptions to Tenant and the Premises. City also has the right to recover all or any portion of the Premises from Tenant in connection with any such work (with or without relocating Tenant) as City may determine in its sole discretion, and the following shall apply:

i. Recovery. If City determines to recover all or any portion of the Premises, City shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is tenantable in light of the purposes of this Agreement (as determined by City in its sole discretion), City shall reduce Tenant's rent hereunder by the percentage of the Premises that City recovers, and City shall pay the cost of any alterations to the Tenant Improvements that are required by City in connection therewith (so long as such improvements are not in breach of this Agreement). If City recovers all of the Premises, or if any remaining portion of the Premises is not tenantable pursuant to City's determination, City may terminate this Agreement by including in the notice provided for in this Section 5.C.i a notice of termination, and this Agreement shall terminate at the end of such ninety (90) day period. In connection with any such termination, City shall pay only the following amount: the remaining, unamortized value of the Tenant Improvements (so long as such improvements are not in breach of this Agreement) based on amortizing Tenant's certified construction costs (determined pursuant to Exhibit B, Section B.8.a) using a straight-line method over a thirty (30) year period that commences on the Commencement Date. Such thirty-year period relates only to the calculation contained in this Section 5.C.i, and it does not alter any other provision of this Agreement (including, but not limited to, the term hereof or any termination rights).

ii. Relocation. If City elects to relocate Tenant, City shall pay the reasonable costs that Tenant actually incurs to relocate to a new location (chosen by City) the Tenant Improvements (so long as such improvements are not in breach of this Agreement) and any movable property associated with Tenant's permitted uses under this Agreement. Tenant's rent at such new location shall be determined based on the actual square footage contained in Tenant's Premises at such new location.

iii. No Waiver. Nothing under this Section 5.C shall be construed to waive City's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

D. City's Right to Implement Airport Programs. City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole discretion, and to require Tenant to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing green building and other programs to benefit the environment and conserve energy.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a government entity, and City has all rights, powers, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnity, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future

(including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to City's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence (and one hundred thousand dollars (\$100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage or loss to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A of this Agreement.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Tenant is complying with applicable Environmental Laws. City may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Tenant is a co-permittee with City in connection with any permit relating to the environment at the Airport, or to the extent that any of Tenant's operations in connection with this Agreement or otherwise may impact City's compliance with any such permit, Tenant shall work cooperatively with City and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change in possession of the Premises authorized by City, Tenant shall demonstrate to City's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing. The obligations of this Section 7 shall survive any termination of this Agreement.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interested relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City may withhold consent to such assignment, encumbrance, or delegation for any or no reason in its sole discretion. Regardless of City's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation of performance in violation of this Section 8.A is void. This Agreement is binding on Tenant's successors or assigns that have been authorized pursuant to this Section 8.A.

B. Permitted Encumbrances.

i. Acceptable Request. Any request for City's consent to an encumbrance under this Section 8 shall at a minimum meet the following requirements: (a) the purpose of such encumbrance shall be to secure financing for the Tenant Improvements; (b) such encumbrance shall only encumber Tenant's leasehold interest and shall not encumber any other interest whatsoever; (c) the lienholder must agree to maintain current contact information with City at all times; (d) the lienholder and Tenant must agree to provide to City concurrent copies of any notices of default sent to Tenant and all letters or other information exchanged between Tenant and the lienholder thereafter until such matter has concluded; (e) the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied; (f) such encumbrance shall be subordinate to the City's interests except as provided in Section 8.B.ii; (g) such encumbrance shall terminate prior to the Expiration Date of this Agreement; (h) by obtaining City's consent Tenant agrees that it shall not default on its commitment in connection with the permitted encumbrance (and any such default shall be a breach of this Agreement); and (i) the lienholder must certify to City that it has reviewed this Agreement, that it has accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement.

ii. Defaults. If Tenant defaults under either this Agreement or an encumbrance that City permits pursuant to Section 8.B.i, the City will consent to a transfer of Tenant's interests in this Agreement and the Tenant Improvements (to an acceptable party as set forth below) if Tenant and the lienholder comply with the following: (a) at the time of the default such lienholder must have an enforceable lien and be in compliance with Section 8.B.i; (b) such lienholder must cure all defaults under this Agreement within twenty (20) days after the first such default; (c) as a part of such cure, such lienholder (or another operator provided by such lienholder) must enter interim terms with City to perform this Agreement, and the operator and terms must be acceptable to City in its sole discretion; (d) as a part of such cure, such lienholder must execute a guaranty on terms acceptable to City under which, at a minimum, such lienholder agrees to guarantee full performance of obligations designated as Tenant obligations under this Agreement; (e) as a part of such cure, Tenant and such lienholder must agree that City shall have

a lien with first priority on the Tenant Improvements and all of Tenant's personal property at the Premises to secure full performance of the Tenant obligations under this Agreement; (f) upon completing such cure, this Agreement must be fully performed without subsequent defaults; (g) any transferee of Tenant's interests, and the terms of any transfer, must be acceptable to City in City's sole discretion; and (h) the City may required reasonable terms in addition to those set forth in this Agreement. If Tenant or such lienholder fails to comply with any of the foregoing obligations, such failure shall be a default under this Agreement. Upon such a default, City at any time may, but is not required to, terminate this Agreement and exercise any rights set forth in Section 11.A.i, and such lienholder shall promptly remove all encumbrances. City shall have no obligation to provide any notices to any lienholder, and City shall have no liability of any kind to any lienholder.

C. Subleasing. Upon obtaining City's prior written consent, which City may provide or withhold in City's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by City. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to City hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. City shall have the right to approve any sublease in City's sole discretion, and Tenant shall provide to City a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

9. Damage, Destruction, and Condemnation

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor

for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If City determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within twenty (20) days following written notice of such violation from City (except that in the case of insurance coverage required to be maintained, such period shall be five (5) days); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided in Exhibit B, Section B.7.

B. Remedies. Upon any default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance, together with interest and service fees for any past due amounts (as provided in Section 10.C) and an administrative charge equal to twenty percent (20%) of the cost incurred by City (which the parties agree is a reasonable estimate of and liquidated damages for City's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by

Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Past Due Amounts. If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, City may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for City's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

D. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within twenty (20) days after written notice by Tenant to City. If the nature of City's obligation is such that more than twenty (20) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

E. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Disposition of Tenant Improvements.

i. **Disposition If Agreement Terminates Before Expiration Date.** If this Agreement terminates for any reason before the Expiration Date, within ninety (90) days after such terminates, City, in its sole discretion, may determine to accept title to all or any portion of the Tenant Improvements. Upon City accepting any such title, all of Tenant's rights, title, and interests in the same shall be forfeited to City and title thereto shall vest in City automatically. Tenant shall surrender the Premises upon termination (and shall surrender any Tenant Improvements as accepted by City) in accordance with Section 11.B and Exhibit E, Section E.13. If City rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days thereof) remove all Tenant Improvements that were not accepted by City at Tenant's sole expense in a manner acceptable to City (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to remove any such improvements, City may do so in any manner acceptable to City pursuant to Section 10.B.

ii. **Disposition Upon Expiration.** Upon the expiration of this Agreement, Tenant may either: (a) transfer its interests in the Tenant Improvements to a party who, prior to such

expiration, has been accepted by City, in its sole discretion, and has entered an agreement for the Premises that is acceptable to City; or (b) Tenant shall surrender the Premises (in accordance with Section 11.B) and, within sixty (60) days after such expiration, shall remove the Tenant Improvements (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to perform either such alternative, City shall have the rights set forth in Section 11.A.i and may exercise them at any time.

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports (which City shall determine in its sole discretion).

D. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. General Provisions. This Agreement is subject to the General Provisions set forth at Exhibit E.

B. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or DHL), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to City:

Airport Manager
St. George Municipal Airport
175 E. 200 N.
St. George, Utah 84770

If to Tenant:

Ted and Gayle Sorenson
Sorenson Montana, LLC
5203 South 11th East
Idaho Falls, Idaho 83404

with a required, simultaneous copy to:

City Attorney
City of St. George
175 E. 200 N.
St. George, Utah 84770

with a required, simultaneous copy to:

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.B and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

C. Incorporation. All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement. Tenant hereby acknowledges receiving Exhibits A – F to this Agreement.

D. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF ST. GEORGE

SORENSEN MONTANA, LLC

Jonathan T. Pike, Mayor

By: Gayle Sorenson
Its: Member

Attest:

Christina Fernandez, City Recorder

Approved as to form:

Shawn Guzman, City Attorney

EXHIBIT A

PREMISES

Property description of the Premises:

Lot(s) Fifty-Six A (56A) on the St. George Airport Hangar Parcel Plat, which contains Six Thousand, Five Hundred and Seventy (6,570) square feet. For informational purposes, such lot is depicted on the following page.

The remainder of this page has been intentionally left blank

EXHIBIT B

TENANT CONSTRUCTION REQUIREMENTS

B.1 Authorization. Tenant shall not commence any construction on the Premises without the City's prior written consent for all work to be conducted. Tenant shall submit plans, a schedule, and a budget to City when making any request to construct improvements. City may request any information, request modifications, consent to, or deny Tenant's request in City's sole discretion. For any authorized project, Tenant shall provide City with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to City's consent. Tenant shall make no changes to the work without City's prior written consent.

B.2 Standard. All work shall be performed in a good and workmanlike manner, and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Tenant or by City elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations. Work shall be performed in a safe manner, and City shall have the right, but not the duty, to stop any work until safety conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

B.3 Coordination. Tenant shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, tenants, and users. City shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise work plans to avoid disruption. Tenant and Tenant's Associates shall meet with City as requested by City as the work progresses and provide the City with information as City may require. City may require Tenant to comply with other measures that are in the City's interests in connection with any construction activities.

B.4 Indemnification, Insurance, and Bonds. Tenant shall cause Tenant's Associates who are performing any work relating to constructing improvements to provide the following:

a. **Indemnity.** Tenant shall require such associates to indemnify City in connection with City's interests consistent with the indemnity obligation of Section 6.A.

b. **Insurance.** Tenant shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 6 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million dollars (\$1,000,000). All such insurance shall comply with and be subject to City's insurance requirements including, but not limited to, those set forth at Exhibit D.

c. **Bonds.** Tenant shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred

percent (100%) of the contract price of such improvements and in a form acceptable to City. All such bonds shall name the City as a co-obligee.

B.5 Agreement Applicable to Work. The provisions of this Agreement shall apply to all work pursued by Tenant to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Tenant's indemnity, waiver, and insurance obligations under Section 6 and repair obligations under Section 4.F, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to constructing improvements.

B.6 Permits, Plan Checks Required. Tenant and Tenant's Associates who are performing any work relating to constructing improvements must comply with all City requirements applicable to construction, including, but not limited to, permit requirements, plan check requirements, and other requirements imposed by City.

B.7 Default. Tenant shall comply with the construction schedule approved by City. If such construction is not completed materially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within ninety (90) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement and City shall have all of the rights set forth in Section 11.A regarding a disposition of Tenant Improvements in addition to all other remedies. Upon any default, Tenant shall turn over to City copies of all records associated with the work and shall work cooperatively with City.

B.8 Final Submittals. Tenant shall submit the following to City within ninety (90) days of beneficial occupancy:

a. **Certified Financials.** Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by City.

b. **Free of Liens.** Tenant shall submit a statement that the Premises and Tenant Improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

c. **As-Built Drawings.** Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications for Tenant Improvements constructed at the Airport (or in the case of Tenant Improvements relocated from the Former Airport, the plans and specifications relating to such relocation). Such plans and specifications shall include one set of bond paper "record" drawings and electronic drawings that conform to a format and to standards specified by City.

B.9 Initial Tenant Improvements. City has authorized and Tenant shall construct the initial Tenant Improvements that are summarized at Exhibit B, Attachment 1, and such obligation includes, but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

B.10 Release by Former Airport Tenants. If Tenant was a tenant at the Former Airport, Tenant agrees that as of the Commencement Date, all agreements and other interests between Tenant and City regarding the Former Airport shall terminate (if not terminated sooner); provided that Tenant shall remain liable to City for any matter arising from or relating to Tenant's use, occupancy, or operations at the Former Airport during or prior to the time of Tenant's last entry upon the Former Airport. Tenant hereby releases, acquits, and forever discharges City and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Tenant may have against City arising from or relating to the Former Airport, whether the same are presently known or unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.

**EXHIBIT B
ATTACHMENT 1**

INITIAL TENANT IMPROVEMENTS

Date for Tenant's Access to the Premises: NA

The Commencement Date for this Agreement is stated in Section 2.

Schedule for Construction: **Hangar is Already Built**

Commencement of the Work: _____

Substantial Completion: _____

Other schedule requirements shall be as set forth in the schedule submitted to City by Tenant.

Tenant shall cause the construction of the plans and specifications for Tenant Improvements as submitted to City, which may be summarized as follows:

**Hangar and appurtenances as detailed in plans approved by the City of St.
George**

EXHIBIT C

RENT AND PAYMENT

C.1 Rent. Tenant shall pay ground rent pursuant to this Agreement as follows:

Period	Rate Per Square Foot	Tenant's Square Footage	Annual Rent
01/2011 – 12/2015	\$0.180	6,570	\$1,182.60
01/2016 – 12/2020	\$0.214	6,570	\$1,405.98
1/2021 – 12/2025	\$0.255	6,570	\$1,675.35
1/2026 – 12/2030	\$0.303	6,570	\$1,990.71
1/2031 – 12/2035	\$0.361	6,570	\$2,371.77
1/2036 – 12/2040	\$0.430	6,570	\$2,825.10
1/2041 – 12/2045	\$0.511	6,570	\$3,357.27

The rental rates and calculations set forth in this Agreement shall not be construed to alter any other provision of this Agreement, including, but not limited to, the duration of this Agreement and any right to terminate this Agreement. City reserves the right to survey and measure the Premises as City may determine, and to correct any error in square footage. Tenant agrees that it shall execute any amendment necessary to correct an error in square footage and shall pay any adjusted rent based thereon.

C.2 Payment of Any Amount Due. Any amount due in connection with this Agreement or the use of the Airport shall be subject to the following terms; provided, however, that if any obligation is subject to payment terms pursuant to City ordinance or other City requirements that directly conflict with the following terms, such ordinance or other City requirements shall govern.

a. **Past Due Amounts.** Past due amounts are subject to Section 10.C of this Agreement.

b. **Dishonored Checks.** If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount that the City may implement from time to time) in addition to other sums due under this Agreement.

c. **No Demand and Effect of Payment.** All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make all payments without set-off or deduction. All sums paid by Tenant shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment without prejudice to City's rights to recover any sum or pursue other remedies provided by this Agreement or by law.

d. **City Advances.** If City pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed to City in connection with Tenant's use of the Airport) such amount shall constitute an advance by City to Tenant. Tenant shall promptly pay the same to the City upon receipt of an invoice for the same.

e. **City Right to Apply.** City shall have the right to apply any sums paid or provided by Tenant in connection with this Agreement to any obligation that Tenant owes to City in connection with the Airport, whether or not such obligation arises in connection with this Agreement.

f. **Payment Address.** Tenant shall make payments to City at the following address (or at such other address that City may designate in writing):

City of St. George
Finance Department
175 E. 200 N.
St. George, UT 84770

g. **Reestablishment of Rates and Charges.** Except for the rent stated in Exhibit C, Section C.1, City in its sole discretion may from time to time reestablish (or newly initiate) any type of rates and charges at the Airport (in a manner consistent with Laws and Regulations) to provide for the Airport's operations.

h. **No Interest.** City shall pay no interest on any sum that City pays to Tenant pursuant to this Agreement.

i. **Audit.** If any sum relating to this Agreement is due based on records or calculations maintained by Tenant, Tenant agrees that City shall have the right to inspect, copy, and audit all such records and calculations. Tenant shall make such records and calculations available to City at City's offices within twenty-four (24) hours after City delivers to Tenant a written request for the same. Tenant shall maintain such records and calculations for three (3) years (during which this Agreement is in effect). City agrees that an audit of such records and calculations shall occur no more frequently than once each year. If as a result of any such audit it is established that Tenant has overpaid any sum due, City shall promptly refund such overpayment. If such audit establishes that additional sums are due to the City, Tenant shall promptly pay such sums in accordance with the requirements of Section 10.C, and shall pay the

reasonable cost of the audit if the audit establishes a collective discrepancy of more than five percent (5%) for all matters examined.

C.3 Liquidated Damages. Tenant agrees that City will be damaged if Tenant fails to comply with this Agreement. Therefore, in addition to any other remedies that City may have or damages that it may pursue, City may take the following actions and charge Tenant damages as stated below not as a penalty, but as liquidated compensatory damages to pay City's administrative costs associated with undertaking the specified act.

a. Requesting Compliance. If Tenant fails to comply with any obligation under this Agreement, City may charge Tenant one hundred dollars (\$100) for every written notice that City sends to Tenant requesting compliance.

b. Reestablishment of Damages. City reserves the right to reassess its costs from time to time in connection with taking the foregoing actions (or in connection with other actions that City takes to enforce this Agreement) and to reestablish the amount of the foregoing liquidated damages, or implement additional liquidated damages, based on City's cost increases.

EXHIBIT D

INSURANCE REQUIREMENTS

D.1. General Requirements. At all times when this Agreement is in effect Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be canceled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

D.2 Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

D.3. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

D.4. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

D.5 Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

EXHIBIT E

GENERAL PROVISIONS

E.1 Governmental Provisions.

a. **Nondiscrimination Regarding USDOT Programs.** Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. **Nondiscrimination Regarding Facilities, Improvements, and Federally-Funded Activities.** Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

c. **No Exclusive Rights.** Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

d. **Agreement Preserves City's Compliance.** This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

e. **Subordination to City's Government Commitments.** This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any

modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, City shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

E.2. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E.3. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

E.4. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

E.5. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by City in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

E.6. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section E.6 shall survive any expiration or termination of this Agreement.

E.7. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

E.8. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

E.9. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E.10. Art. Tenant shall not install any object in the Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 unless Tenant has obtained City's prior written approval and provided City with a written waiver that complies with the requirements of such Act or its successor.

E.11. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

E.12. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

E.13. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

E.14. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

E.15. Time of Essence. Time is of the essence of this Agreement.

EXHIBIT F

HANGAR RULES

The rules set forth in this Exhibit F may be modified by City from time to time upon written notice to Tenant.

F.1 Authorized Use Only. Tenant shall use the Premises only for the purposes permitted by this Agreement. No items unrelated to that purpose are to be stored on the Premises. Tenant may not store any property outside of the Tenant Improvements.

F.2 Storage of Certain Materials. Tenant shall store no explosives, solvents, or flammables with a flash point below 100 degrees Fahrenheit (100° F) on the Premises. Lubricating oil stored on the Premises must be in closed containers.

F.3 Close Doors. Tenant shall assure that all hangar doors for the Tenant Improvements are kept closed when the hangar is unattended.

F.4 Aircraft Maintenance and Repairs. Tenant shall not use the Premises for spray painting or doping (except for de minimus painting on a portion of the Aircraft on a non-commercial basis). Tenant may make or cause to be made on the Premises necessary repairs, light maintenance, and inspections to the Aircraft as required by Laws and Regulations to allow the Aircraft to be maintained in an airworthy condition. On a non-commercial basis, Tenant may also construct an Aircraft within the Tenant Improvements. Mechanics hired by Tenant to repair, maintain, or inspect said Aircraft must be properly licensed according to Laws and Regulations.

F.5 Fire Extinguisher. Tenant shall furnish a portable fire extinguisher (which meets the applicable fire code) and shall keep the same in the Tenant Improvements at all times, provide for the yearly inspection thereof by a certified fire extinguisher inspector, and report the use of any fire extinguisher equipment on the Premises to the Airport Manager.

F.6 Clean Premises. Tenant shall keep the Premises clean and free of debris and shall store garbage in a covered metal container.

F.7 Hoisting Devices. Tenant shall not use any hoisting device which in any way attaches to the structure of the Tenant Improvements. This does not preclude the use of a horizontal winch or similar device used to move the Aircraft into a hangar.

F.8 Self-Fueling. Tenant shall not conduct any self-fueling operations on the Premises. Tenant agrees that all self-fueling operations shall be subject to the Airport's self-fueling policies and fuel flowage fees.



CERTIFICATE OF LIABILITY INSURANCE

SOREN-2

OP ID: LA

DATE (MM/DD/YYYY)

10/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hartwell Corporation PO Box 51019 Idaho Falls, ID 83405-1019 DeRay Perry	CONTACT NAME: DeRay Perry PHONE (A/C, No, Ext): 208-522-5656 FAX (A/C, No): 208-524-5721 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: QBE Specialty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Sorenson Montana LLC 5203 South 11th East Idaho Falls, ID 83403	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Aviation Liability	X		QPB0104171	09/09/2014	09/09/2015	CS Limit 1,000,000 Grd/Fligh

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

St George Municipal Airport is additional insured per included form QBAV-2018 (05/12) with respects to Cessna T182T N825DH.

RECEIVED

OCT 22 2014

ST. GEORGE CITY

CERTIFICATE HOLDER

CANCELLATION

ATTORNEY'S OFFICE

STGST-1

St George Municipal Airport
175 E 200 N
St George, UT 84770

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT FORM B

This endorsement modifies insurance provided under the following:

AVIATION POLICY
COMPREHENSIVE CORPORATE AIRCRAFT POLICY

In consideration of an additional premium of \$ 0, this policy is amended as follows:

(Only the clause(s) indicated by an "X" shall apply).

- ☐ The scheduled person(s) or organization(s) are included as additional Insured(s).
- ☐ The scheduled person(s) or organization(s) are the registered owner of _____ and are included as additional insured(s).
- ☐ The scheduled person(s) or organization(s) are included as additional insured(s) but only as respects liability coverages.
- ☒ The scheduled person(s) or organization(s) are included as additional insured(s) under liability coverages, but only as respects operations of the **named insured**.
- ☐ The scheduled person(s) or organization(s) are included as additional insured(s) but only as respects operations of the **named insured**.

Workmanship Exclusion - The insurance extended by this endorsement shall not apply to, and no person(s) or organization(s) named in the **SCHEDULE** shall be insured for **bodily injury** or **property damage** which arises from the design, manufacture, modification, repair, sale, or servicing of the **aircraft** by that person(s) or organization(s).

The provisions of this endorsement apply to:

N825DH

Limit of Liability applicable to this endorsement if different than the Policy **DECLARATIONS**:

SCHEDULE

Name St George Municipal Airport
Address 175 East 200 North, St George, Utah 84770

Name
Address

Name
Address

Name
Address

Name
Address

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date shown below.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/16/2014 Policy No: QPB0104171 Endorsement No: 002
Insured: SORENSON MONTANA LLC
Insurance Company: QBE INSURANCE CORPORATION.

Countersigned by _____
Includes copyrighted material of Insurance Services Office, Inc. with its permission.
QBAV-2018 (05-12) Page 2 of 2



CERTIFICATE OF LIABILITY INSURANCE

SOREN-4

OP ID: LA

DATE (MM/DD/YYYY)
10/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER The Hartwell Corporation PO Box 51019 Idaho Falls, ID 83405-1019 DeRay Perry	CONTACT NAME: DeRay Perry PHONE (A/C, No, Ext): 208-522-5656 FAX (A/C, No): 208-524-5721 E-MAIL ADDRESS:
INSURED Sorenson Montana, LLC 5203 South 11th East Idaho Falls, ID 83404	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Ins Co NAIC # 10677 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		ENP0056391	10/23/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		ENP0056391	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of St George is listed as additional insured on a primary non contributory basis with respects to liability arising out of the operations of the insureds premise: 4550 South Airport Parkway, #56A St George, UT 84790. 30 day notice of cancellation provided 10 days for non pay.

CERTIFICATE HOLDER

CANCELLATION

CITST-2

City of St. George
St George Municipal Airport
175 East 200 North
St. George, UT 84770

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF PROPERTY INSURANCE

OP ID: LA

DATE (MM/DD/YYYY)

10/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER The Hartwell Corporation PO Box 51019 Idaho Falls, ID 83405-1019 DeRay Perry		CONTACT NAME: DeRay Perry PHONE (A/C, No, Ext): 208-522-5656 FAX (A/C, No): 208-524-5721 E-MAIL ADDRESS: PRODUCER CUSTOMER ID: SOREN-4	
INSURED Sorenson Montana, LLC 5203 South 11th East Idaho Falls, ID 83404		INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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INSR LTR	TYPE OF INSURANCE			POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	X	PROPERTY		ENP0056391	10/23/2014	01/01/2015			
		CAUSES OF LOSS	DEDUCTIBLES					BUILDING	\$
		BASIC	BUILDING					PERSONAL PROPERTY	\$
		BROAD	1,000					BUSINESS INCOME	\$
			Contents					EXTRA EXPENSE	\$
	X	SPECIAL						RENTAL VALUE	\$
		EARTHQUAKE	excl'd					BLANKET BUILDING	\$
	X	WIND						BLANKET PERS PROP	\$
		FLOOD	excl'd					BLANKET BLDG & PP	\$
	X	90% Coins							X
							\$		
		INLAND MARINE		TYPE OF POLICY				\$	
		CAUSES OF LOSS						\$	
		NAMED PERILS		POLICY NUMBER				\$	
								\$	
		CRIME						\$	
		TYPE OF POLICY						\$	
								\$	
								\$	
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$	
								\$	
								\$	
								\$	
								\$	

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

re: 4550 South Airport Parkway, #56A
St George, UT 84790

CERTIFICATE HOLDER**CANCELLATION**

CITST-2

City of St. George
St George Municipal Airport
175 East 200 North
St. George, UT 84770

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1995-2009 ACORD CORPORATION. All rights reserved.

Hangar bill of sale

We, Terrel Seely and Stephen Howcroft sell our Hangar located on Pad 56a at the Saint George Airport to SORENSEN MONTANA LLC for \$115,000 which will be paid for \$115,000 cash at signing.

The hangar is sold as is.

The Buyers understand that the hangar is one of two attached hangars and that the two hangars share common power meter, water meter and sewer line. It could be possible in the future to separate the billing for these services. The water has not been hooked up in the hangars at this time (only to the sprinkler system for fire control). The hangars are plumbed in the concrete floors for future restrooms (sewer, power and water).

The Seller agrees to have the hangar cleaned out and ready for occupancy by FEB. 1, 2015. Rent from time of closing until tenants have vacated the hangar shall go to the buyer.

Buyer agrees to notify the City and have the lease transferred into their name. Also, buyer agree to work with the buyer of 57b to cover the power bill for their share of the power on the connecting hangars until witch time the power is separated into two separate meters.

The hangar is free of all liens, debt or encumbrances.

Terrel Seely 10/14/14

Seller, Terrel Seely

Date

Stephen Howcroft 10-14-14
440 SO. NICHOLS PEAK RD.
Seller, Stephen Howcroft Date WASHINGTON, UT.
84780

Gayle A. Sorenson

Buyer, Sorenson Montana LLC Date 10/14/14

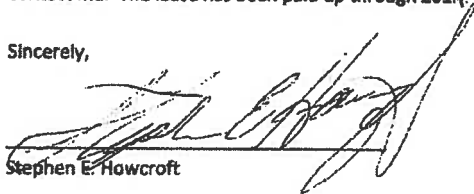
by Gayle A. Sorenson, Member.

October 29, 2014

To whom it may concern,

I Stephen E. Howcroft would like to terminate the lease on the property 56A at the St. George Municipal Airport. We have sold the hangar to Ted and Gayle Sorenson. If you have any questions feel free to contact me. The lease has been paid up through 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen E. Howcroft", is written over a horizontal line.

Stephen E. Howcroft

DRAFTAgenda Item Number : **2A**

Request For Council Action

Date Submitted 2014-11-12 10:30:45**Applicant** C. Hood**Quick Title** Blanket Bid Award**Subject** Mega Lugs and Fitting Annual Blanket

Discussion Water Warehouse requested a bid response for items currently and frequently used by their department. Bid responses were received by Scholzen Products, Ferguson and Mountainland Supply. Mountainland submitted the overall low bid on the majority of items listed (63 items of 110 listed. Ferguson was low on 47 items of 110 listed..

Cost \$150,000.

City Manager Recommendation Recommend approval of annual blanket purchase for these items.

Action Taken**Requested by** Courtney Hansen**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:**

Additional Comments Recommending that Mountainland be awarded the "primary" blanket based on the low price and availability of item. Ferguson would be set up as an alternate "secondary" supplier if and when Mountainland does not have the item in stock.

DRAFTAgenda Item Number : **2B**

Request For Council Action

Date Submitted 2014-11-12 10:03:45**Applicant** C. Hood**Quick Title** Blanket Bid Award**Subject** Annual Blanket P.O. for Fertilizers and Chemicals

Discussion Helena has agreed to hold pricing on all items bid last year. They were awarded the blanket based on low bid on all items of the request for bid. There was a 2 year optional renewal included and Helena has agreed to extend the price guarantees for another year.

Cost \$200,000

City Manager Recommendation Recommend approval at last year's price as City was given an option on last year's award.

Action Taken**Requested by** Colby Cowen, Steve L**File Attachments**

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments Helena is the only supplier who stocks all the exact products and also was the low bidder on all 83 items listed and used by golf and parks. Usage will be about the same as last year.

DRAFTAgenda Item Number : **3A**

Request For Council Action

Date Submitted 2014-11-10 11:34:09**Applicant** Mr. Tim Kenney, New Trend Construction**Quick Title** Public Hearing, Zone Change, and Ord from RE-20 to R-1-10

Subject C. Consider a zone change from RE-20 (Residential Estate 20,000 sq. ft. minimum lot size) to R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) on 5.047 acres. The property is located between Tuweap Drive and 2100 West Street (at the intersection of 2100 West and 1860 North Street).

Discussion The applicant has submitted a request to rezone from RE-20 to R-1-10. Several developments are located in the vicinity and are zoned R-1-7, R-1-6, and R-1-10. A few remaining parcels in the area are zoned RE-20 and A-1, however, they are surrounded by development with more dense zoning. Currently, an existing single family house is located on the property and according to the applicant, it would be removed. PC recommended approval.

Cost \$0.00

City Manager Recommendation In the Dixie Downs area. Appears to be consistent with housing in the immediate area. Getting some new homes built in this area would be great. PC recommends approval.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM
RE-20 TO R-1-10 ON 5.047 ACRES**

WHEREAS, the property owner has requested a zone change on 5.047 acres from RE-20 (Residential Estate 20,000 square foot minimum lot size) to R-1-10 (Single Family Residential 10,000 square foot minimum lot size); and

WHEREAS, the City Council held a public hearing on this request on November 20, 2014; and

WHEREAS, the Planning Commission recommends approval of the requested zone change; and

WHEREAS, the City Council has determined that the requested change to the Zoning Map is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from RE-20 to R-1-10 on 5.047 acres generally located at the intersection of 2100 West and 1860 North Street (between Tuweap Drive & 2100 West Street), and more specifically described on the attached property legal description, Exhibit "A".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 20th day of November, 2014.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

**BOUNDARY DESCRIPTION
FOR
New Trend Construction, LLC**

BEGINNING AT A POINT S 89°22'41" E 1342.98 FEET ALONG THE SOUTH SECTION LINE OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN TO THE SOUTHEAST CORNER OF THE SW1/4 SE1/4 AND N 1°04'55" E 373.01 FEET ALONG THE EAST 1/16 LINE OF SAID SECTION 10, AND RUNNING THENCE N 89°22'41" W 682.30 FEET TO THE CENTERLINE OF TUWEAP DRIVE AS SHOWN ON ROAD DEDICATION RECORDED AS ENTRY NO. 975120 AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE N 0°37'19" E 321.60 FEET ALONG SAID LINE; THENCE S 89°22'41" E 684.89 FEET TO A POINT ON THE SAID EAST 1/16 LINE; THENCE S 1°04'55" W 321.61 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINS 219,844 SQ FT OR 5.047 ACRES MORE OR LESS

Bush and Gudgell, Inc.
Engineers • Planners • Surveyors
Salt Lake City - St. George
www.bushandgudgell.com

Zone Change

PLANNING COMMISSION AGENDA REPORT: 10/28/2014
CITY COUNCIL SET DATE: 11/06/2014
CITY COUNCIL MEETING: 11/20/2014

ZONE CHANGE

PUBLIC HEARING

Tuweap & 2100 West
Case No. 2014-ZC-014

Request: To rezone from RE-20 (Residential Estate) to R-1-10 (Single Family Residential 10,000 sq .ft. minimum lot size).

Applicant: New Trend Construction / Mr. Tim Kenney

Representative: Ms. Brandee Walken

Area: 5.047 acres

Current Zone(s): RE-20

General Plan: LDR (up to 4 du/ac)

Location: Located between Tuweap Drive and 2100 West Street (at the intersection of 2100 West and 1860 North Street)

Adjacent zones: North: A-1 & RE-20
East: R-1-7
South: A-1 & RE-20
West: A-1

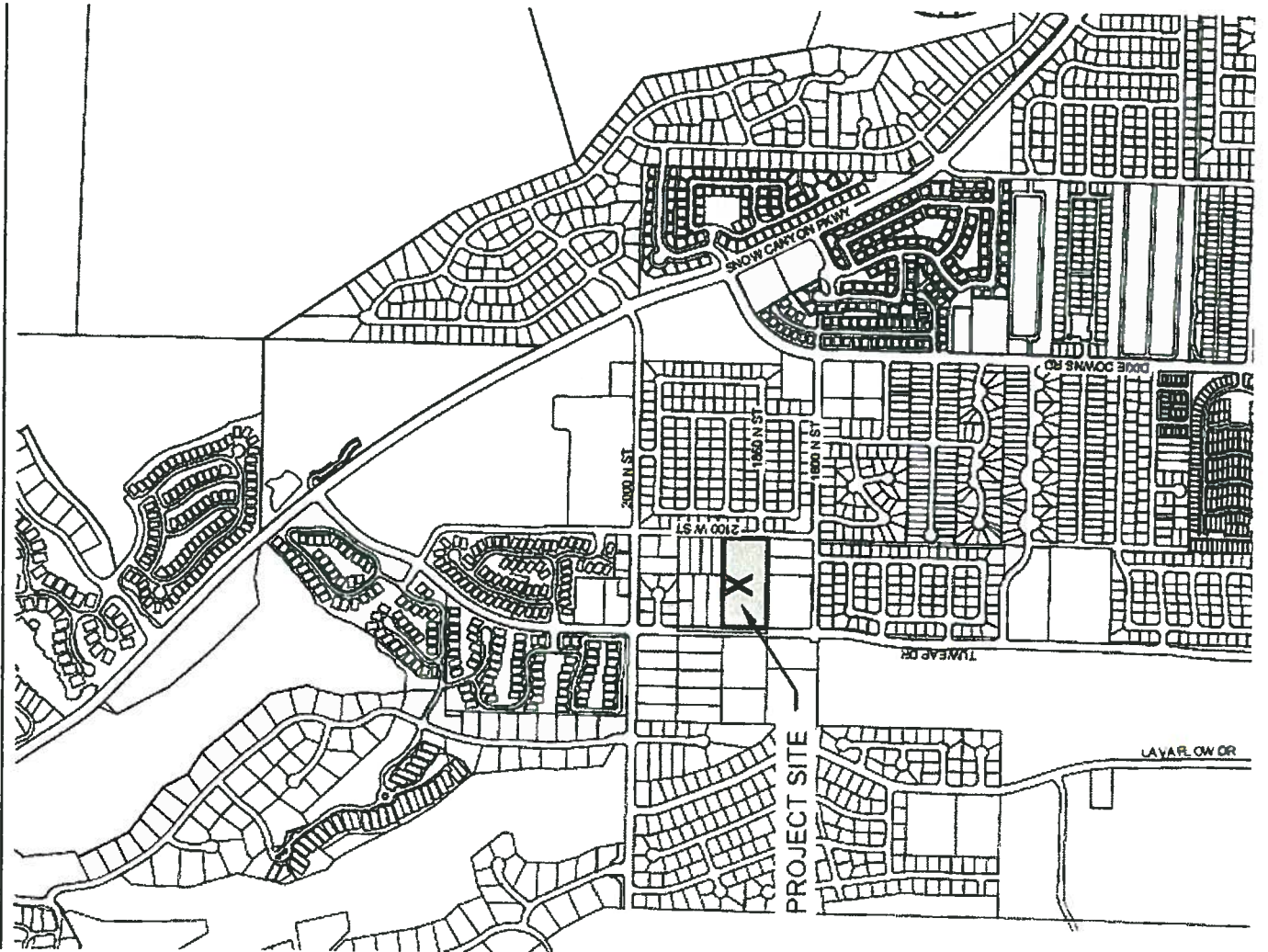
Project: This zone change if approved would allow for the future submittal of a residential subdivision plat.

PSR: Sept. 30, 2014

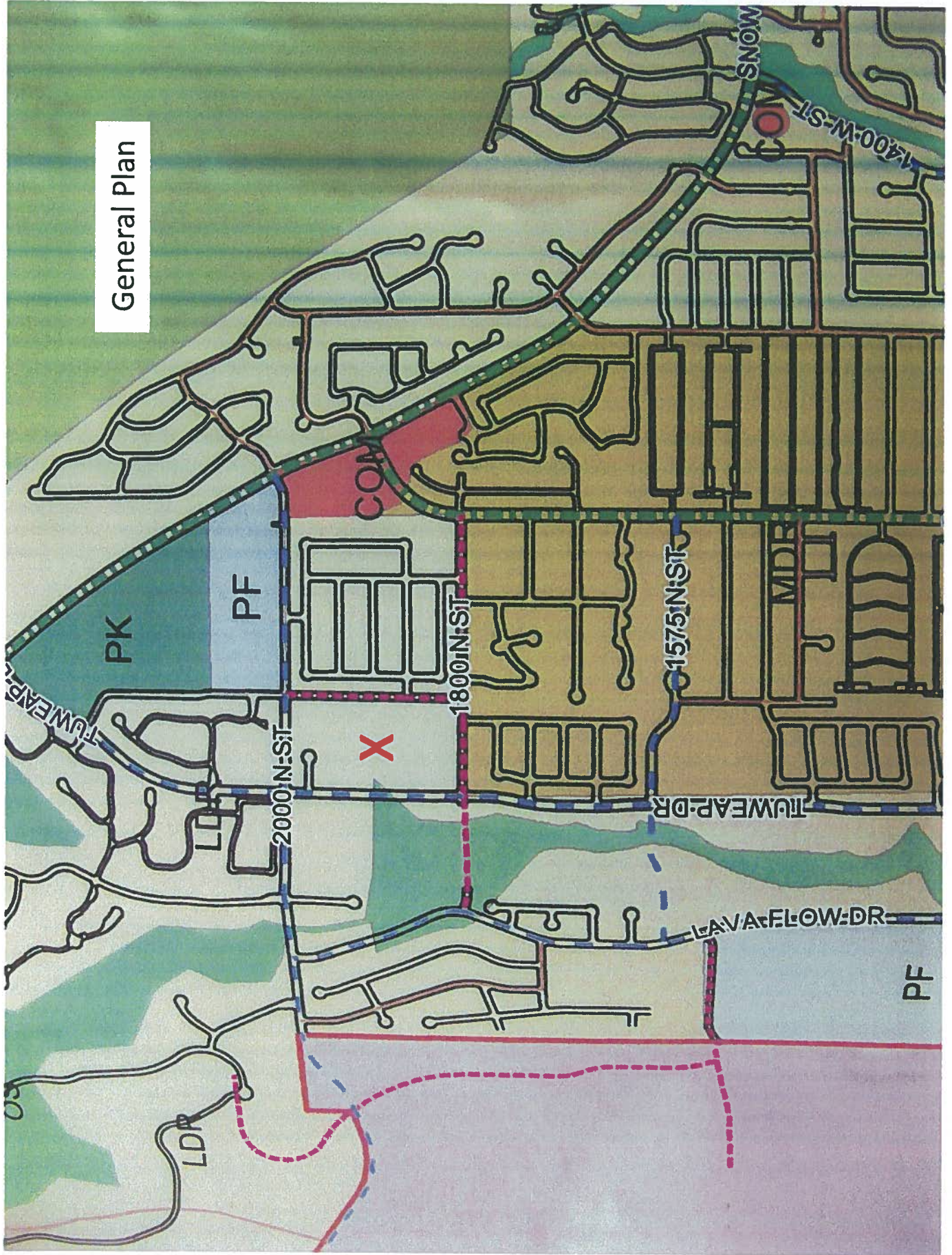
Notice: Notice letters were sent to property owners within a 500 ft. radius and notice was posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City].

PC: The Planning Commission recommends approval.

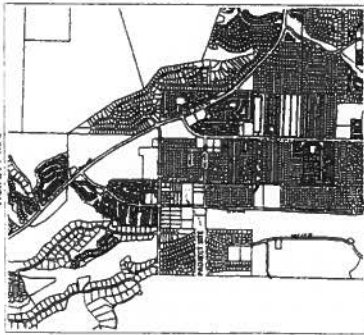
VICINITY MAP



General Plan



VICINITY MAP



31 JUL 2005

1

1997/1998

PROPOSED ZONING: R-1-10
SG-6-2-10-2311

ZONE CHANGE
PREPARED FOR: NEW TREND CONSTRUCTION, LLC

ZONE CHANGE
R-1-10 ZONING
LOCATED IN ST. GEORGE, UT

DATE: 11/20/98
BY: [Signature]

10/10/01
 10/10/01
 10/10/01
 10/10/01
 10/10/01

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite 40
St. George, Utah 84770
Phone (435) 672-2327 / Fax (435) 672-2161
www.bushandgudgell.com



Phone (435) 673-2337 / Fax (435) 673-3161
www.businessjudges.com

[illegible]



X
 Subject parcel
 5.047 acres
 SG-6-2-10-2311

2100 West Street

1860 North Street

Tuweep Drive



PROPOSED ZONING: R-1-10
 SG-6-2-10-2311

ZONE CHANGE
 PREPARED FOR: HARTZ CONSTRUCTION, LLC

ZONE CHANGE
 R-1-10 ZONING
 LOCATED IN ST. GEORGE, UT

BUSH & GUDGELL, INC.
 ENGINEERS - PLANNERS - SURVEYORS
 500 East 1000 South, Suite 200
 St. George, UT 84770
 Phone: (435) 771-1234
 Fax: (435) 771-1235
 www.bushgudgell.com

NOTES:
 1. This map was prepared for the purpose of showing the location of the subject parcel and is not to be used for any other purpose.
 2. The subject parcel is located within the R-1-10 zoning district.
 3. The subject parcel is 5.047 acres in size.
 4. The subject parcel is located at the intersection of 2100 West Street and 1860 North Street.
 5. The subject parcel is owned by Hartz Construction, LLC.



Streets in vicinity

Made by the City of St. George GIS Department
 SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

October 10, 2014

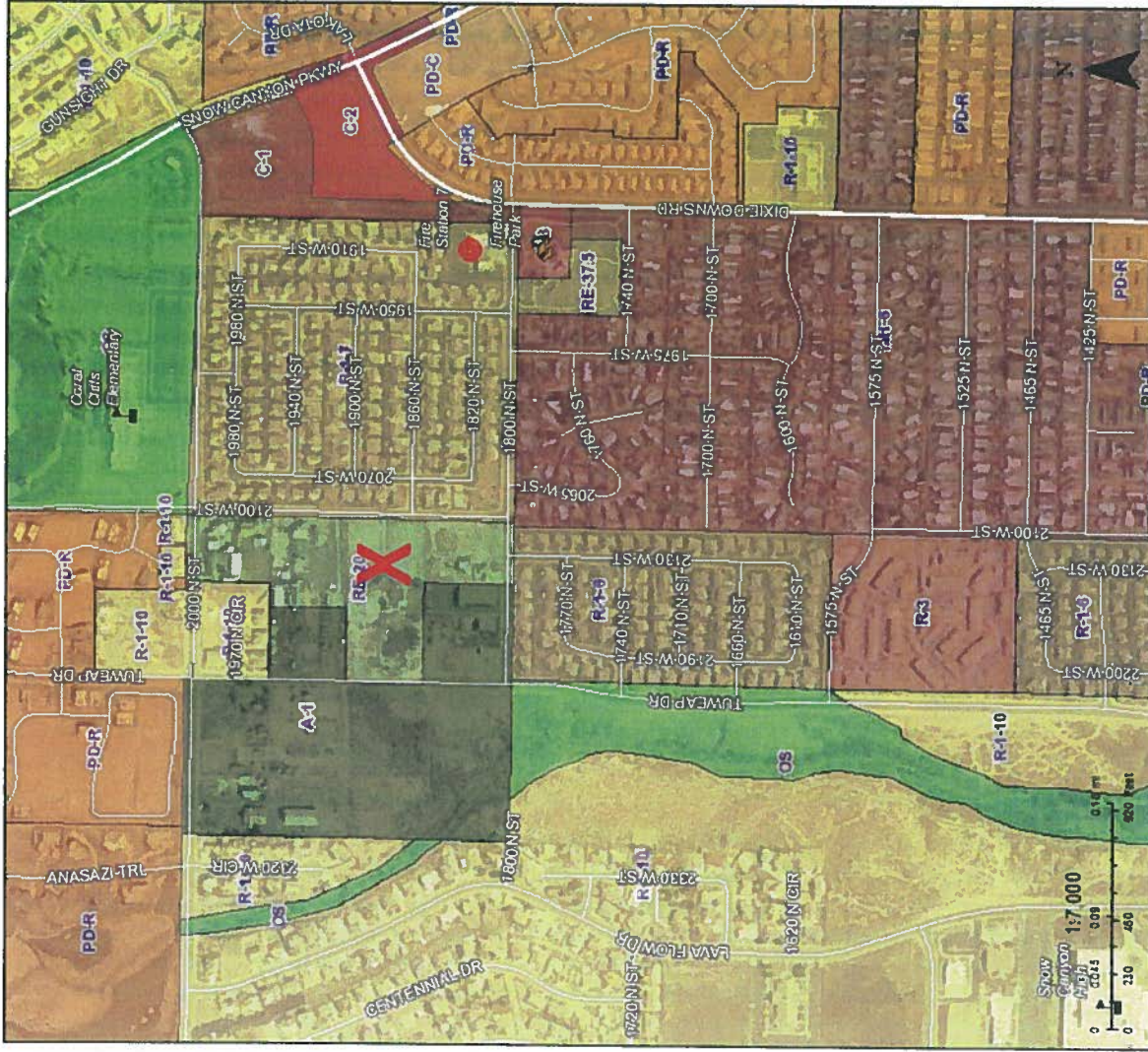


Aerial - vicinity



Made by the City of St. George GIS Department
 SGCityMaps - <http://maps.sgcity.org/gis/maps>

October 10, 2014



Zoning - vicinity

Made by the City of St. George GIS Department
 SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

October 10, 2014



DRAFTAgenda Item Number : **3B**

Request For Council Action

Date Submitted 2014-11-10 10:37:47**Applicant** MW Utah Properties**Quick Title** Public Hearing, Zone Change and Ord from OS to R-1-10**Subject** Consider request for a zone change from OS (Open Space) to R-1-10 (Single Family Residential 10,000 sq. ft minimum lot size).

Discussion This property is on the north side of the Virgin River and was located in the 100 year floodplain. The applicant received a Letter of Map Revision (LOMR) from FEMA, which removed the property out of the floodplain. A portion of the property is located in the Erosion Hazard Boundary and the applicant will be required to riprap, in order to provide protection. The property was zoned OS, due to being located in the floodplain. The property is generally surrounded by development on the north, east and west and the proposal is consistent with the General Plan. Planning Commission recommends Approval.

Cost \$0.00

City Manager Recommendation In the Bloomington area adjacent to other similar zoned projects. Consistent with the General Plan and PC recommends approval.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM
OS TO R-1-10 ON 11.90 ACRES**

WHEREAS, the property owner has requested a zone change on 11.90 acres from OS (Open Space) to R-1-10 (Single Family Residential 10,000 square foot minimum lot size); and

WHEREAS, the City Council held a public hearing on this request on November 20, 2014; and

WHEREAS, the Planning Commission recommends approval of the requested zone change; and

WHEREAS, the City Council has determined that the requested change to the Zoning Map is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from OS to R-1-10 on 11.90 acres generally located between Marigold Way and 1470 West, and more specifically described on the attached property legal description, Exhibit "A".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 20th day of November, 2014.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

Zone Change Description

Beginning at the southeast corner of Lot 13, Casa Grande Subdivision, said point being South 88°44'00" East 2,214.21 feet along the center section line and North 29.99 feet from the West Quarter Corner of Section 14, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 55°44'43" East 96.95 feet;

thence northeasterly 261.37 feet along an arc of a 275.00 feet radius curve to the left (center bears North 34°15'11" West, long chord bears North 28°31'08" East 251.64 feet with a central angle of 54°27'23");

thence North 01°17'26" East 8.59 feet;

thence South 88°42'34" East 150.00 feet to the southwest corner of Lot 35, Casa Grande East Subdivision;

thence South 01°17'26" West 152.84 feet along said westerly line of Casa Grande East Subdivision and to and along the westerly line of Winegar Subdivision to its southwest corner;

thence South 88°41'33" East 630.60 feet along the southerly of said Winegar Subdivision to the westerly line of Bloomington gardens No. 2 Subdivision;

thence along said Bloomington gardens No. 2 Subdivision the following (7) courses;

thence South 01°06'21" West 164.98 feet;

thence North 70°11'33" West 149.44 feet;

thence South 19°48'27" West 50.00 feet;

thence North 88°41'39" West 202.81 feet;

thence South 00°15'39" East 51.43 feet;

thence South 55°41'39" East 165.12 feet;

thence South 66°41'33" East 75.02 feet;

thence South 19°48'27" West 193.66 feet;

thence South 74°26'51" West 598.28 feet;

thence North 80°31'24" West 185.30 feet;

thence North 01°06'50" West 99.60 feet;

thence North 09°02'31" East 58.13 feet;

thence North 73°56'57" West 28.05 feet;

thence North 00°59'59" West 291.57 feet to and along the easterly line of said Casa Grande Subdivision;

thence North 16°25'42" East 78.91 feet along the easterly line of said Casa Grande Subdivision to the Point of Beginning.

Containing 518,156 square feet or 11.90 acres.

Zone Change

PLANNING COMMISSION AGENDA REPORT: 10/28/2014
CITY COUNCIL SET DATE: 11/06/2014
CITY COUNCIL MEETING: 11/20/2014

ZONE CHANGE

Hyde-Berry Park

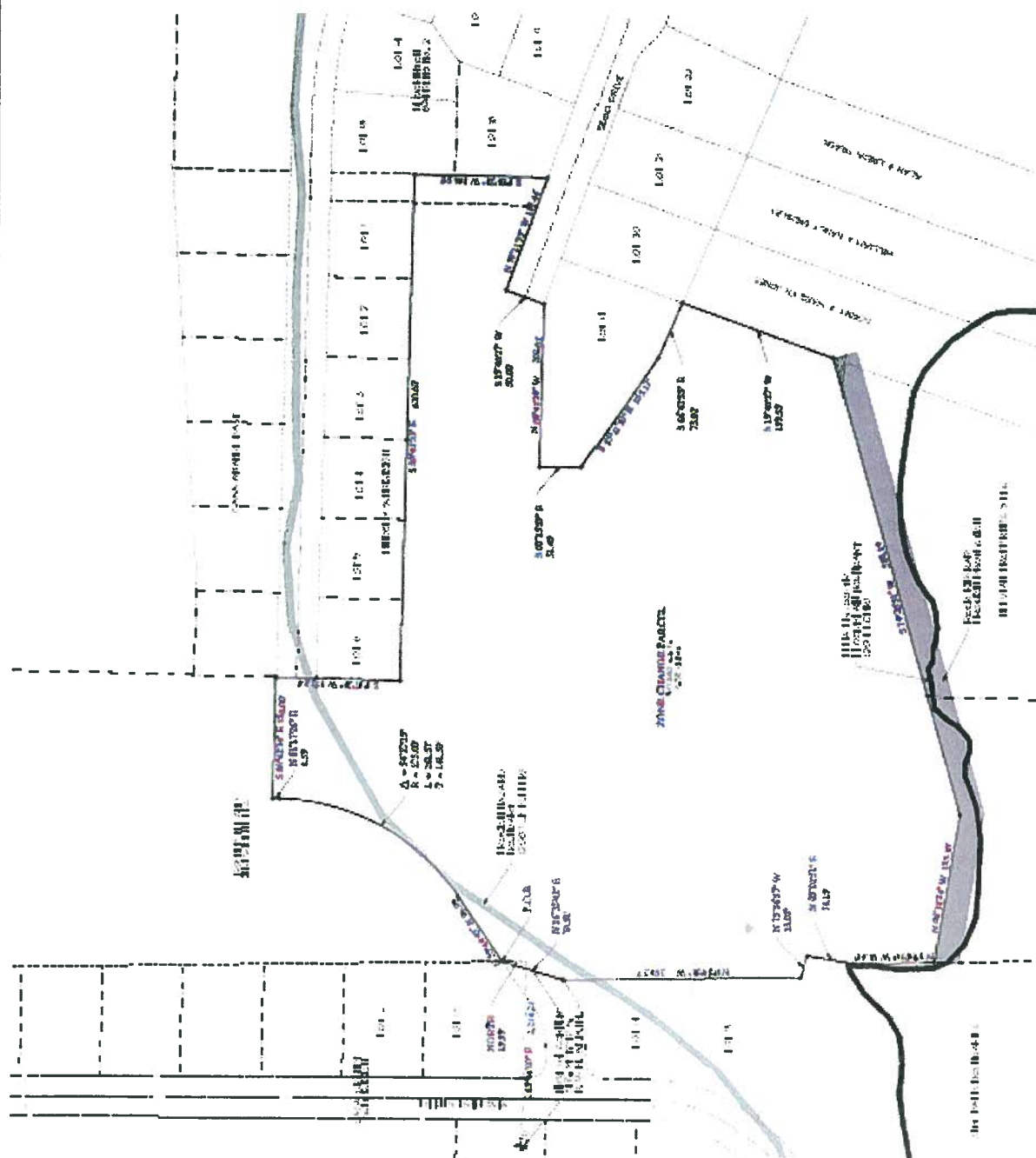
Case No. 2014-ZC-011

PUBLIC HEARING

Request:	To rezone from OS (Open Space) to R-1-10 (Single Family Residential 10,000 sq .ft. minimum lot size).
Applicant:	MW Utah Properties
Representative:	Mr. Rob Reid, Rosenberg Associates
Area:	11.88 acres
Current Zone(s):	OS (Open Space)
General Plan:	LDR (Low Density Residential)
Location:	Located between Marigold Way and 1470 West (Bloomington).
Adjacent zones:	North: OS East: R-1-10 South: OS West: RE-12.5
Project:	This zone change if approved would allow for the future submittal of residential subdivision plats.
Notice:	Notice letters were sent to property owners within a 500 ft. radius and notice was posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City].
LOMR:	Provided via Rosenberg Associates, a LOMAR (Letter of Map Revision) determination was received from FEMA and is on file in this project's case file in the Planning Department (8 page document) that supports residential development at this location.
PC:	The Planning Commission recommends approval.

ENVIRONMENTAL
RECORD 15

ROSENBERG
A B I O G R A P H I
C I V I L E N G I N E E R S • L A N D S U R V E Y O R S

[illegible]



©2010 Google

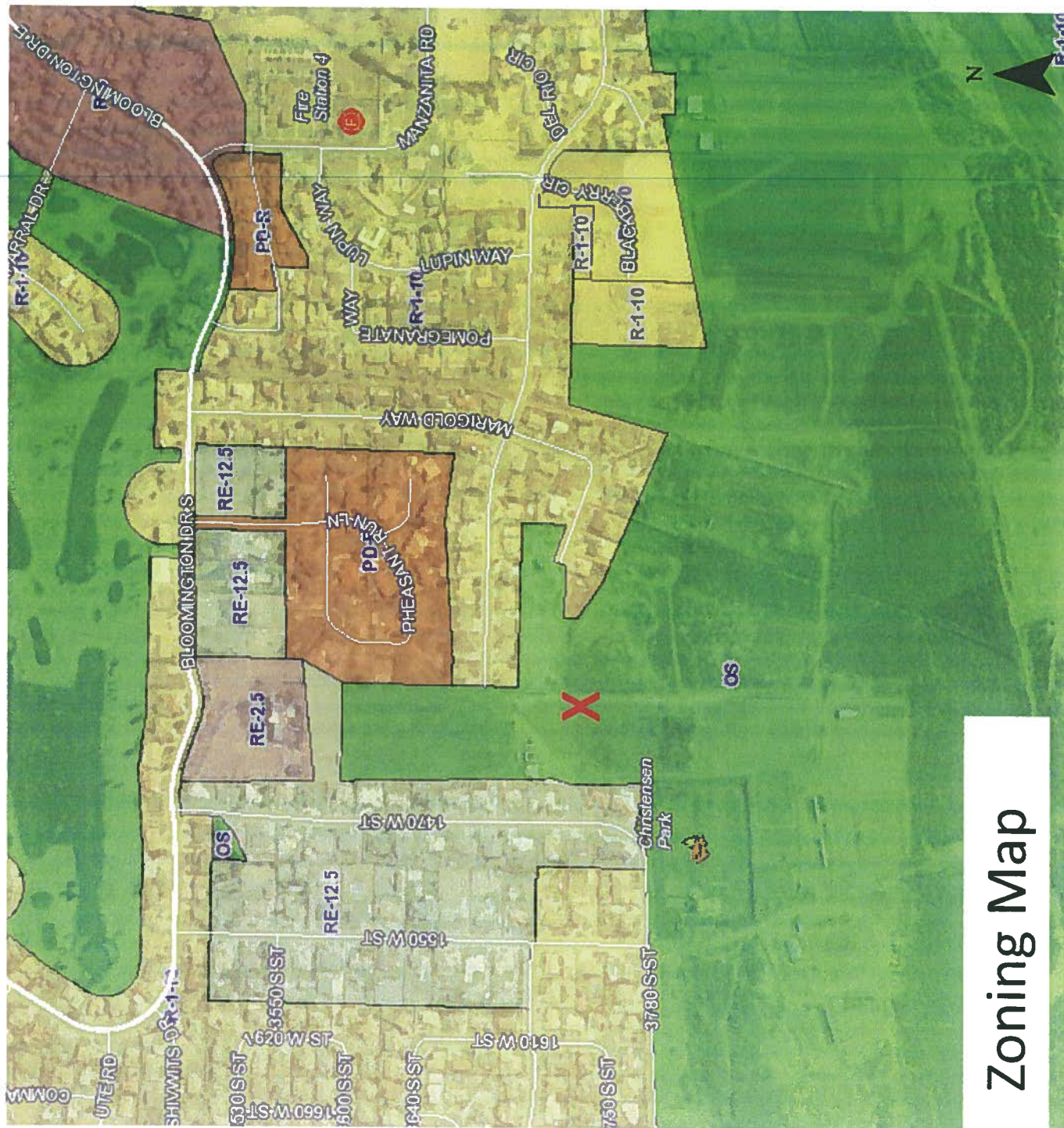
©2014 Google



City GIS Map

General Plan







October 28, 2014 - Summary of E-Mails – Neighbor Responses – Case No. 2014-ZC-011

Ray,

Thank you for your phone call today reminding us of the Planning Commission Meeting today at 5:00.

I am attaching the email I sent out to the neighbors who surround the neighborhood we are hoping to develop. I have asked them to reply if they support the Zone Change we are requesting tonight. We have held several meetings with the neighbors to keep them informed and to answer question of concern. We have had a large support group from these great neighbors. I am aware people who generally support a project do not show up to the meetings. So I wanted to be able to send the Planning Commission emails to let them know we have been working with the neighbors and that most if not all do support the project we are proposing.

Thank you for your help.

Benji Nelson

Property being Developed by Benji and Tiffany Nelson

Dear Friends and Neighbors,

This is Benji and Tiffany Nelson. As you are all aware, we have been working on a new residential development in Bloomington near your residence. The property is located between Marigold Way and 1470 West. Several months ago we held a meeting and invited many of you to attend to discuss our plans and answer questions. We appreciated all that came and shared their concerns and their support.

We finally just received our approval back from the Federal Emergency Management Agency (FEMA), approving us to move forward with the project. They have revised the LOMR and floodplain map. For many of you this may be helpful and reduce your flood insurance. Let us know if you would like a copy of this information.

On Tuesday October 28th we are on the agenda with the St. George Planning Commission to request a zone change for the property we plan to develop. We are requesting that we be allowed to rezone the property from Open Space to R-1-10 Single family homes. The minimum lot size would be 10,000 sq. ft. However a majority of the lots will be 12,000 sf or larger.

The purpose for my email is to both inform you of the progress we have made and to ask for your support. I know many of you are busy and do not plan on attending the public hearing. I wanted to ask all of you if you would take a moment and reply back that you are in-favor of supporting us with this development.

If you could just reply back giving your name and address and a simple sentence we support the zone change we would really appreciate it.

Sincerely

Benji and Tiffany

Failed Deliveries:

1. rolfnessfamily@gmail
2. jillwbridges55@gmail.com
3. vmhughes@infowest.com
4. marsha@ifox.com
5. homer@infowest.com
6. ljgoodrich@infowest.com

Received Responses:

-
1. I believe that a zone change would be great for that area
Vaughn Stuart
U Dell and Leann Webb 1260 baneberry Support zone change



doctor lecture

-
2. Gordon L. Garff
1287 W Bloomington Drive South #23
St. George, Utah 84790
702-808-6298

Charlette and I are in favor of and support the zoning change as presented and described in the e-mail below.

-
3. My wife, Rachel Hall, and I fully support the zone change and believe this new development will be a great benefit to Bloomington and to St. George generally. The property is currently not being utilized to its greatest capacity, but the re-zone and development will enhance and improve the property and its surrounding areas to a great extent. It will provide an opportunity for families, especially younger families, to settle in the older part of Bloomington, which is a great thing in my opinion.

Sincerely,
Garrett and Rachel Hall
1287 W Bloomington Dr S #22
St. George, UT 84790



4. We think we're good with the zoning change, and I do plan on attending the meeting. However, we still wish we knew more about what will eventually be behind us. How high will the lots be built up, how tall will the houses be (single or two story), etc. We're losing a view, but we're also losing the smell and flies of the (not-very-well-cared-for) horse field (hard to call it a pasture).

As you know, we'll be off on a mission for the next year and a half, so we won't be here to watch. Just want to make sure we come back to something we can live with <grin>.

So... assuming you can make it look nice for us out our back yard, we support the change. Sorry that's not a simple yes/no answer, but that's how we feel.

Read Gilgen
1327 W Baneberry Dr
St George, UT 84790
[\(435\) 673-4599](tel:(435)673-4599) (H)
[\(435\) 313-3905](tel:(435)313-3905) (C)
read@gilgenart.com
Director Emeritus of
L&S Learning Support Services
University of Wisconsin, Madison

-
5. Good luck with the development. Can't wait to have some new neighbors. We support the zone change and the development.

Alan Archibald

-
6. Dear Benji and Tiffany Nelson,

I support the zone change from Open Space to R-1-10 Single Family Homes. I have lived in my current home for 17 years and was informed when I bought my house that my street would be cut through to 1470 West and that homes would likely be built in this area you have specified.

Gordon Eyre
1292 Baneberry Drive
St. George, UT 84790

-
7. From: Carroll and Mary Clement. 3573 So. 1470 W
Thanks for the request. We are in favor of your property being developed and approve of you request to re-zone. we look forward to trees, lawns, new families and less flies and dust. Good luck

Carroll and Mary Clement. 3573 So. 1470 W

8. We are in favor of the zone change at the end of Marigold Way in Bloomington.

We hope to build there in the future! (Hopefully near future!)

Michael and Adrienne

9. Mike and Adrienne Alexander 3681 marigold Supports the zone change. Sent from my iPhone
-

10. We, David and Lena Dalley, support the zone change.
1340 Baneberry Dr.
St. George, UT 84790

David L. Dalley Jr.



-
11. We, Alan and Linda Trask who reside at 1267 Marigold Way (St George), which is adjacent to the new proposed subdivision (in Bloomington) that is requesting a zone change.
Would like to have our names added to the list of support for the requested action. We are confident in the planning process and know that the Nelson's will do a superior job in maintaining and adding the value of our neighborhood.

Thank You,
Alan and Linda Trask
1267 Marigold Way
St George, Utah 84790
[435 668-9376](tel:4356689376)
[435 668-9378](tel:4356689378)
traskfam@infowest.com

12. I think that the change in the flood plan map is good and probable due to your project. Thank You. Your development will only improve the Bloomington area and increase value to the area. Good Luck with the City---- S Dennis Visser 1190 Baneberry Dr--St George

13. We support your request to re-zone the land proposed for your new subdivision.

Dwight and Marilynn Monson
1287 W. Bloomington Drive South #22
St. George, UT 84790

14. Thank you so much for the info., we completely support the zone change and anxious to see the project to move forward as soon as possible.

Leo and Daisy Peterson
3543 S. 1550 West
St. George, UT 84790

15. Greg and Andrea Sanders
3640 S 1550 W
St. George, Utah 84790

We are in support of the zoning change to residential status

Ray Snyder

From: Benji Nelson [benji.nelson@gmail.com]
Sent: Wednesday, October 29, 2014 1:03 PM
Subject: Hyde-Berry Park Subdivision Bloomington Utah between Marigold / Baneberry and 1470 West

Hello to all of you!! I truly appreciate your time and your concerns that were voiced at yesterday's meeting. I hope I can alleviate your fears as much as possible. I will try to address each of them.

I first want to start by saying I am sorry that you were not given the "email" discussed at the planning commission meeting last night. Let me explain...

I knew each resident in the surrounding areas would be formally notified by the city of this Planning commission public meeting. I was sure, as there often is, opposing parties who would come out and voice their concerns or opposition. This is very common as any development has support and opposition. Even though we had the previous meeting and went over initial concerns we knew that there would be those who still felt that their opposition or concerns needed to be more fully met and that they would attend the meeting. Again, this is the purpose of a public hearing so we were fully expecting concerns to be brought up.

The email that was sent out was not an informational type email, as I knew each of you had been formally notified of the pending meeting. This was an email sent out to those that I had considered to be supporters of our development. This was sent in an effort to allow them to comment and give their vote of support whether in person or by responding with their information, so that it could be considered in the meeting. It was, simply put, an invitation to those IN support to formally support us. We hope you understand it was not an official informational type email, rather an invitation to support us. This may explain why it was emailed to specific people only.

Please know that you will be included in all informational emails. Also, If you have neighbors, who would like to be included in the correspondence, as I do not have every persons email address in the area, we would ask that you send us their emails so we can put them on the list.

I will quickly address some concerns as best as possible. As stated in the meeting, There are many restrictions and processes that we must adhere to for developing. The city is VERY thorough in its efforts to keep Saint George a well planned city and a safe city at that.

One concern..

Why did construction stop in July?

The First process of this development required a formal study of the flood plain by FEMA. We had to raise the elevations of the back portion of the land and build a "rip rap" ditch specified by the city and FEMA. This is the construction that took place this past summer. This is the work FEMA required to complete their report.

At that point we were required to pause the Construction, and wait until FEMA returned their findings.

This is why construction had stopped. We must go through the city process and receive approvals before we continue. (Trust me, we wish we could keep going!)

Hopefully that explains why construction has paused.

Additional concerns..

Why is there a holding pond of standing water at the back of the property?

We did this intentionally to aid in the water needed for dust control. We will continue to use it as a holding pond until the end of the construction process. We use it as a secondary water source for dust control.

How much will we need to build up or raise the property?

We do not know the answer to this, but as specified by our engineer, it must be, at minimum, two feet above the flood plain and we must make sure the roadways that will be built will slope downhill toward the river into the storm drains that will be constructed. This will also be determined a bit by flooding issues pre-existing on Marigold. Our engineers as well as city engineers will determine the best elevation for drainage out the back as well as sewer drainage etc. Hopefully, what we are required to do, will only further benefit those on marigold as the FEMA study has. At this point we do not know the elevations exactly but it will be a few feet higher than it is currently. We will raise it to what ever is deemed best by the city and the engineers, for the utilities and the drainage, and no more. Raising property is very expensive so it is very unlikely that we will raise it any more than they require.

We are willing and glad to send a copy of the FEMA study to any who would like it, so that they can present it to their insurance if they choose to do so to reduce their flood insurance.

Worried about safety of area for future homeowners?

The FEMA study and work already on this development has been several hundred thousand dollars. It has taken a full year for the work to be determined, demonstrated and approved and then studied. This is by outside engineers working for FEMA that have no agenda but to keep a high standard for safety in our area and throughout the country. FEMA is the Federal Emergency Management Agency and is an agency of the Federal Government.

Concern on lot sizes and home sizes.

We will attach some emails that we have sent to those looking to purchase. This will help you get an idea. We will also send a "rough draft" of what we hope to propose. This can in no way be deemed what will actually be approved, as we have no approvals etc. It is still in the design stage. This will just give you a rough idea of our vision.

How long will the process take?

We can only anticipate, but if all goes well, we hope to continue construction around the new year. Once we have started it is only in our best interest to proceed in a timely manner. usually a development of this size is about 3 - 6 months to construct.

Noise and Dust?

We will do our very best with dust control and noise control when construction begins again. Dirt, heat and wind is a constant while developing. We are sorry for any inconvenience we have caused and hope that we can make it as pleasant as a construction process can be. We understand change is difficult and noise and dust are never pleasant. Hopefully we can be quick and efficient in our efforts.

On a personal level, building and developing in your back yard can be highly stressful. We understand. We are so excited to build our family home, but realize that this is very inconvenient for those who have to deal with the change. We will do our best as developers, but even more as future neighbors to be Quiet and Quick. But I am sure there will be times it is still annoying. We truly appreciate your patience and hope that your future new neighbors and friends will be worth the hassle this has been for you. We have some very amazing people planning to purchase lots! Some are married and children of your current neighbors! We know that you will find some great families and friends that will move in.

We hope this helps. Please forward this to any neighbors as well. If you could, please have them email me back so we can put them on the list.

Sincerely

Benji and Tiffany Nelson

3B

Ray Snyder

From: Ihler, Janene [janene.ihler@utahhomes.com]
Sent: Sunday, November 16, 2014 7:14 PM
To: Ray Snyder
Subject: Hyde-Berry Park, Case No. 2014-ZC-011

Hi Ray,

Greg and I attended the public hearing for a zone change on October 28, 2014 with two of our neighbors. Our property is located directly adjacent at 3767 S 1470 W.

To our disappointment, in each case presented to the Zoning Commission that evening, the only voice heard was the developer. The public spoke but they were not heard.

We will not waste any more of our time to attend the meeting on November 20, 2014. The development will happen, we know this despite public opposition.

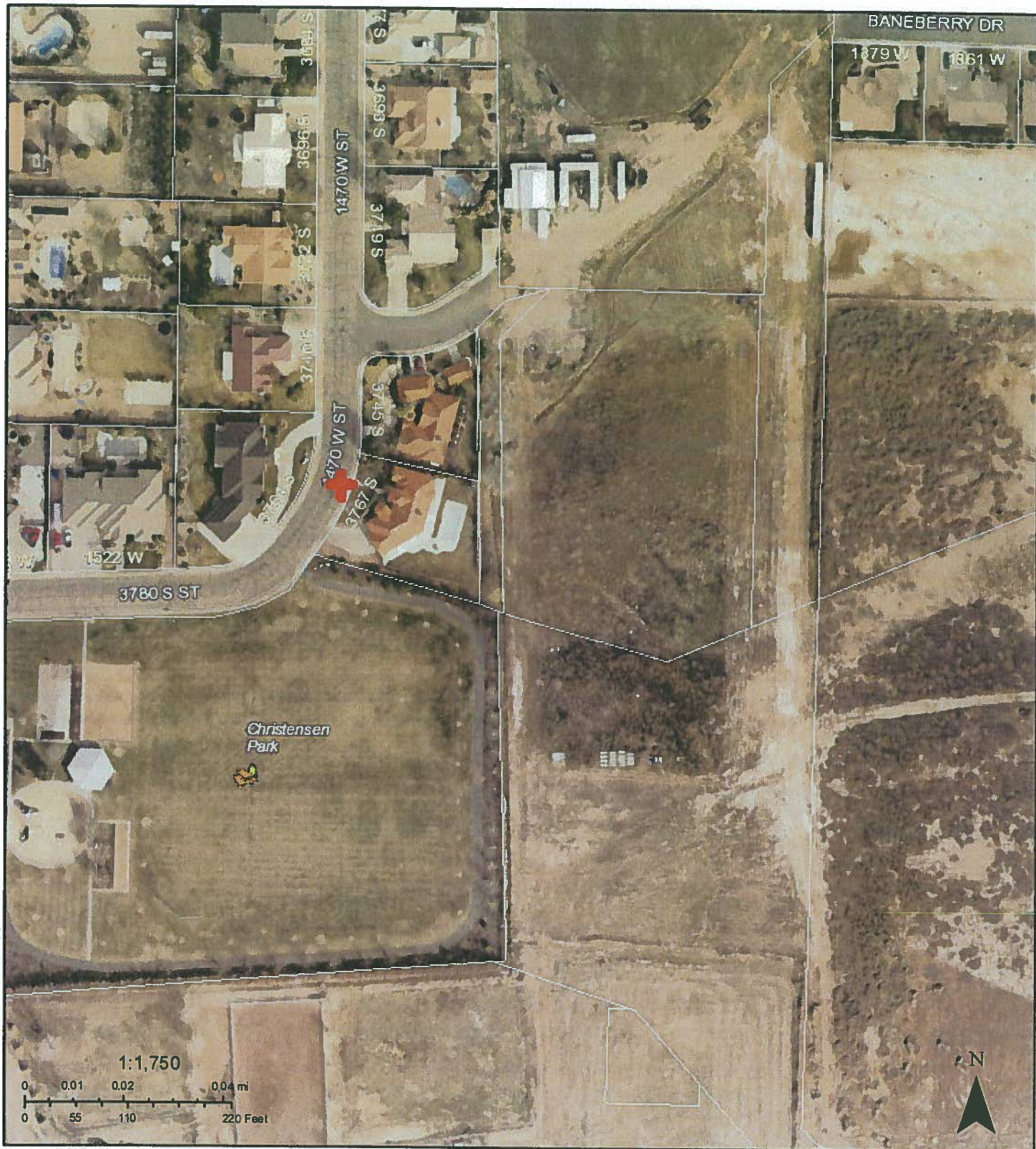
Best regards,

Janene Ihler, Associate Broker
Coldwell Banker Residential Brokerage
janene.ihler@utahhomes.com
801.440.9932 - Salt Lake
435.272.7123 - St George

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3767 S 1470 W

Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

November 17, 2014

DRAFT

Agenda Item Number :

3C

Request For Council Action

Date Submitted 2014-11-10 12:19:30**Applicant** Jon Rawle, Par5 Landing Group LLC**Quick Title** Designate the property at 416 W 300 N as a City Landmark site**Subject** To designate the property at 416 W 300 N as a City Landmark Site. The home is known as the "Thomas Calvin Cragun Home"™

Discussion The applicant is requesting the property to be considered for Landmark status, in order to operate a vacation or rental property similar to other Historic Properties. If Landmark status is granted, a CUP would be required to operate any limited commercial. The original home was built in the early 1860s™ and was occupied by Thomas Calvin Cragun and wife, Amelia Chambers. The original house was approximately 357 square feet with several additions that added square footage. Historic Preservation Commission Recommends Approval (4-0) subject to the additions being in harmony with the historic architecture.

Cost \$0.00

City Manager Recommendation Being a Sandtown resident this home has always stood out for its unique setting. Seems to fit the criteria for a Landmark site and will allow the property to be restored. The Historical Preservation committee recommended approval.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

CC ITEM

Landmark Site Designation Request

HISTORIC PRESERVATION COMMISSION AGENDA REPORT: 11/04/2014
CITY COUNCIL AGENDA REPORT: 11/20/2014

Thomas Calvin Cragun – 416 W 300 N PUBLIC HEARING
Case No. 2014-HPC-003

Request: To designate the property at 416 W 300 N as a City Landmark Site. The home is known as the 'Thomas Calvin Cragun Home'

Applicant: Par 5 Landing Group LLC. (Jon Rawle)
2474 North University Avenue
Provo, Utah 84604

Current Zone(s): RCC (Residential Central City)

Comments: The original home was built in the early 1860's and was occupied by Thomas Calvin Cragun and wife, Amelia Chambers. The original house was approximately 357 square feet with several additions that added square footage, as well as, changed the floor plan. The first addition to the rear was consistent with the original design and architecture of the house. Several later additions were done, however, they did not maintain the integrity of the historic structure. The applicant has provided more detail in a narrative (see attached).

The applicant is proposing to remove the additions that are not consistent with the original structure or design. Furthermore, the applicant plans on expanding the structure in the same architectural style as the original house, while highlighting and focusing on the historic house. According to the applicant, the original structure would be used as a parlor or common area and would be the focus of the property.

City Ordinances outline the criteria for Landmark status and the applicant has provided responses addressing those criteria. The Historic Preservation Commission (HPC) discussed the criteria and specifically 10-21-2:B.3, given the several additions the property has had, as well as, being proposed. Below is 10-21-2:B.3., which states:

3. It retains its historic integrity in that there are no major alterations or additions that have obscured or destroyed the significant historic features. Major alterations that would destroy the historic integrity include, but are not limited to, changes in pitch of the main roof, enlargement or enclosure of windows on the principal facades, addition of upper stories or the removal of original upper stories, covering the exterior walls with nonhistoric materials, moving the resource from its original location to one that is dissimilar to the original, additions which significantly detract from or obscure the original

form and appearance of the building or structure when viewed from the public way

Given the historic significance of the architecture, future additions highlighting and maintaining the integrity of the property, the HPC believed that criteria #3 was satisfied. The applicant has provided elevations of those future additions.

It is the intention of the Property owner, that if Landmark status is granted, to pursue a Conditional Use Permit to use the home as a vacation or rental property similar to several other Historic Landmark properties in the City.

HPC:

Historic Preservation Commission **Recommends Approval (4-0)** subject to the property additions being in harmony with the historic architecture.

**LANDMARK SITE DESIGNATION
APPLICATION**

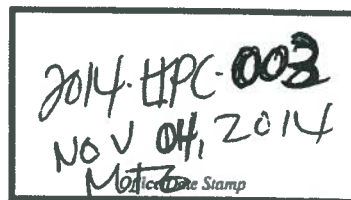


**APPLICATION TO THE HISTORIC PRESERVATION COMMISSION FOR A
LANDMARK SITE DESIGNATION IN THE CITY OF ST. GEORGE, UTAH**

OFFICE STAFF USE ONLY:

FILING DATE: _____ RECEIVED BY: _____

FEE: \$0.00 ACCEPTANCE DATE: _____



I. APPLICANT INFORMATION

APPLICANT: Par 5 Landing Group LLC

MAILING ADDRESS: 2474 N. University Ave.
Provo, UT 84604

PHONE: 801-437-6346 CELL: 801-362-0389 FAX: _____

E-MAIL ADDRESS: jonrawle@yahoo.com

I / We do hereby apply to the Historic Preservation Commission for a Landmark Site Designation for the following property address:

(Attach additional sheets, information, or photos for consideration)

446 W. 300 N.

II. PROPERTY INFORMATION NARRATIVE

In accordance with City Ordinance Title 10, Chapter 21, Section 2(B), any building, structure, or site may be designated as a city landmark site if it meets the all the criteria in questions 1 to 3 and at least one of the other criteria in questions 4 to 8. Provide a written narrative addressing the questions listed below and provide as much detail as possible. (If any of questions in 'Section B' are not applicable, please indicate so in the narrative.)

Section A: *Must meet ALL of these requirements:*

1. Is it located within the boundaries of the City of St. George?
2. Is it a minimum of fifty (50) years old?

3. Does it retain its historic integrity in that there are no major alterations or additions that have obscured or destroyed the significant historic features? *(Major alterations that would destroy the historic integrity include, but are not limited to, changes in pitch of the main roof, enlargement or enclosure of windows on the principal facades, addition of upper stories or the removal of original upper stories, covering the exterior walls with non-historic materials, moving the resource from its original location to one that is dissimilar to the original, additions which significantly detract from or obscure the original form and appearance of the building or structure when viewed from the public way.)*

Section B: *Must meet at least ONE of these requirements:*

4. Is it currently listed in the National Register of Historic Places, or it has been officially determined eligible for listing in the National Register of Historic Places under the provisions of 36 CFR 60.6(s)? *(Properties listed on or determined to be eligible for the national register must still retain their original historic integrity.)*
5. It is associated with events that have made a significant contribution to the broad patterns of the history of the city, state or nation? *(Provide as much detailed information as possible.)*
6. Is it associated with lives of persons significant in the history of the city, state or nation? *(Provide as much detailed information as possible.)*
7. Does it embody the distinctive characteristics of a rare or unique type, period or method of construction, or that represents the work of an architect or builder recognized as a master in his/her field, or that possesses high artistic values or style, or that represents a significant and distinguishable entity whose components may lack individual distinction? *(Provide as much detailed information as possible.)*
8. Has it yielded or may likely to yield information important in prehistory or history (archeological sites, for example)? *(Provide as much detailed information as possible.)*

III. APPLICANT AGREEMENT

A MEETING WITH THE HISTORIC PRESERVATION COMMISSION WILL BE SCHEDULED WITHIN 30 DAYS UPON ACCEPTANCE OF A COMPLETE APPLICATION. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED AND WILL BE RETURNED TO THE APPLICANT WITHIN 10 DAYS OF SUBMISSION.

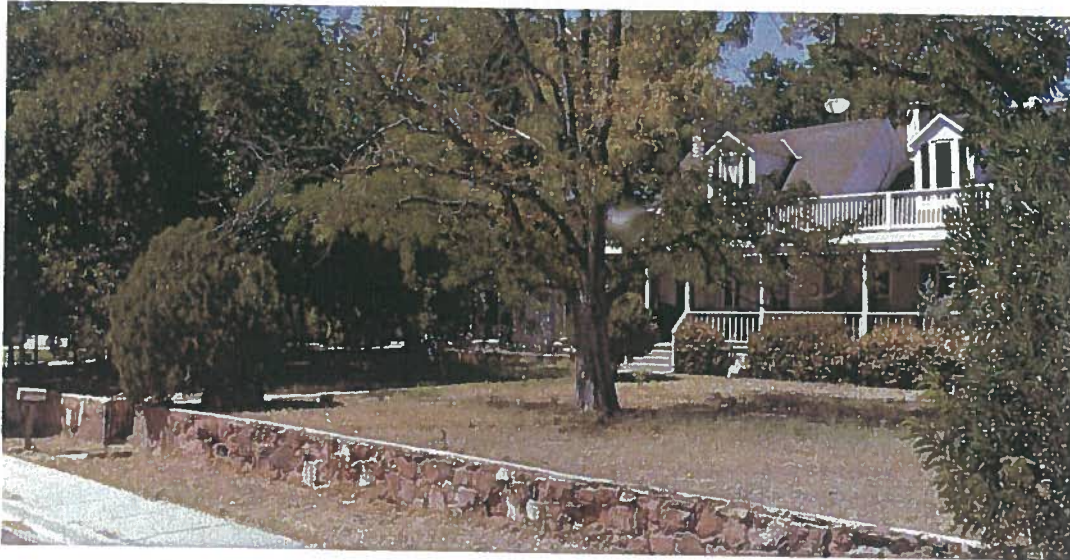
A COPY OF THE 'LANDMARK SITES' ORDINANCE (ORD. 10-21) IS ATTACHED TO THIS APPLICATION

I / We realize that I / We or our agent **MUST** be in attendance at the Commission and Council meeting.

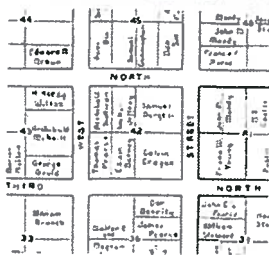

Signature

9/9/14
Date

Landmark Historic Preservation Commission Report **The Thomas Calvin Cragun Home** **416 West 300 North, St. George**



The Thomas Calvin Cragun Home is located at 416 W. 300 N., also described as the southeast quarter of block 42 of the pioneer plat, in St. George, Utah. It was built in the early 1860s (est.) and occupied by young Thomas Calvin Cragun and wife, Amelia Chambers, in their early 20s soon after they were married*. They lived two blocks west of Thomas Calvin's father and mother, James & Eleanor Cragun (southeast 1/8th of block 40).



Overview:

The Thomas Calvin Cragun home currently sits on a .40 acre lot. There have been at least three additions to the original adobe structure; an addition on each east and west sides, and an older addition on the rear.

The original square structure consisted of an elevated front door and four adobe exterior walls and chimney. The original interior floor plan is unknown but was likely a very simple one or two room design with a fireplace, which may have been used to both heat the home and cook meals.

The first addition to the home added a kitchen and/or bedroom on the rear, a narrow staircase to the upper level attic area, which was



* <http://www.findagrave.com>

probably used as bedroom/sleeping area. This addition stays true to the original design and we plan to restore this addition as part of our overall restoration and building plans.

The latter additions were likely added in the 20th century and do not stay true to the original architectural style. For this reason we plan to remove these later additions with the goal to restore the home to the original pioneer period design.

Property Information Narrative:

Section A: Must meet ALL of these requirements:

1. Is it located within the boundaries of the City of St. George?
 - a. Yes. The Property is at 416 W. 300 N., originally pioneer block 42.
2. Is it a minimum of fifty (50) years old?
 - a. Yes. The Thomas Calvin Cragun family moved to St. George in the early 1860s and lived in the home for about three years before relocating.*
3. Does it retain its historic integrity in that there are no major alterations or additions that have obscured or destroyed the significant historic features?
 - a. The original structure retains original front door and window openings. It is unknown if the actual door and windows are original, but are antiquated, with hardware, and there is an old stained glass transom window above the front door in good condition.
 - b. The integrity of the original exterior adobe walls remain intact. There have been door openings cut into the original exterior adobe walls to gain access to the expanded additions.
 - i. Note: These openings will be either restored to the original appearance or be used to access new historically accurate renovations (if application is approved).
 - c. The major alterations (expansions) that now obscure the sides of the original structure will be removed and replaced with historically period accurate additions with the goal to enhance and provide a focal point to the original structure.

Section B: Must meet at least ONE of these requirements:

4. N/A. House is not listed in the National Register of Historic Places.
5. N/A. It is not, to our knowledge, associated with events that have made a significant contribution to the broad patterns of the history of the city, state or nation.
6. The house is associated with Thomas Calvin Cragun, who is listed among the original pioneer settlers of St. George along with his father James Cragun. The Cragun family came to Utah in 1849 in the Ezra T. Benson Company, also known as the 5th Company. That same year father James was "called" by LDS Church leaders to go to Utah County to help fight the Indians who attacked the people sent to settle the Provo area. This added many hardships to Thomas Calvin, siblings and mother who were left behind.*

* <http://www.findagrave.com>

7. The house does embody distinctive characteristics of a rare or unique type, period or method of construction with its original exterior adobe structural elements, original fireplace, chimney and roof pitch. Additionally, it is possible some interior elements are either original or of the same period (i.e. wood floors, doors & hardware, windows/sills, stairs/railing, fireplace/surround, ceiling molding details, etc.).
8. N/A. It is not an archeological or prehistory site.

Project Ambition and Conclusion.

When we originally acquired the home from HUD we intended to simply renovate and resell the home. As we made further assessments and estimates we concluded it would be cost prohibitive to renovate and determined the best option would be raze the home and build new. At this time we were informed by someone at St. George City Building Department that the home is one of the original settlers homes and he kindly encouraged us to consider options to save the home. One of the options the City suggested is that we have the home designated as a landmark site giving us the ability to transform home into a "bed & breakfast" type property by also acquiring a "conditional use" for this purpose.

At this time we began to pursue options to convert property into a bed & breakfast type vacation inn. We would prefer to consider the property in broader terms such as "Inn" or "Vacation Villas" with greater marketing latitude (i.e. non-owner occupied, fractional vacation ownership, etc.). We hired local architect, Campbell & Associates Architects, to draw preliminary renderings expanding the home to have the capacity to accommodate multiple guests with a strong emphasis for design to meet the period style. Expansion is necessary because the original historic portion of the home is only 357 ft² with another 280 ft² addition on the rear.

Our tentative plan for the original pioneer structure is to use it as a "parlor" and the smaller addition as a multipurpose room; both rooms designated as common areas that can be used by guests for gatherings, meetings, small business retreats, reunions, game room or TV/movie room, etc. It could also be used as the "breakfast" area if property is literally used as a bed & "breakfast".

We feel this project will greatly improve the beauty of this downtown neighborhood while also preserving and accentuating this historic pioneer home. We also feel, when completed, our carefully designed plan will inspire others to take greater pride in their own properties and catalyze improvement and beautification of historic downtown. It will also provide a service and economic value to the area.

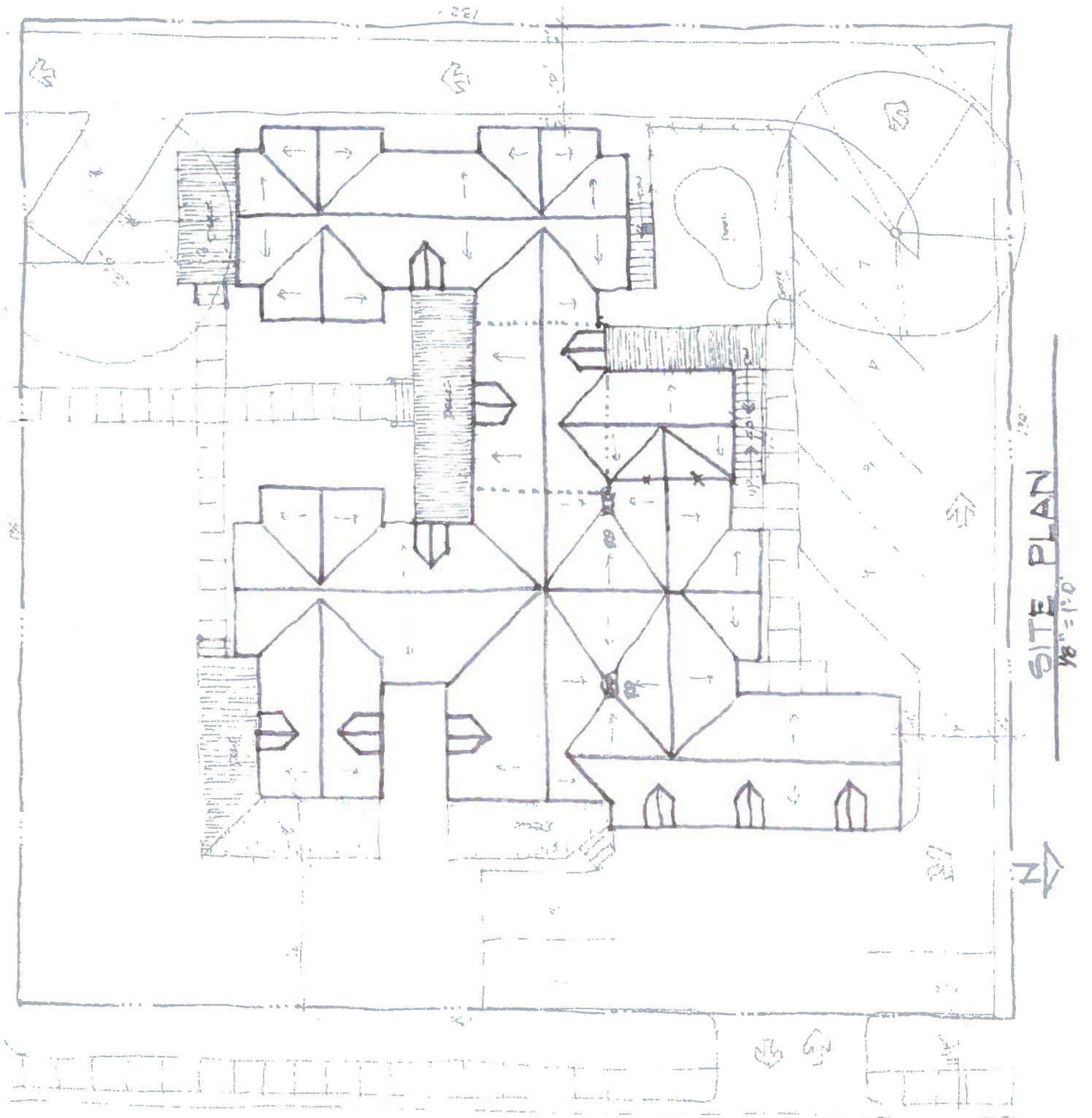
Respectfully Submitted,

Jon Rawle 

Associated with:

Par 5 Lending Group LLC & Lone Peak Real Estate Inc

Architectural Rendering of Preliminary Proposed Plan



Hand-drawn floor plan of the first floor of a building. The plan shows a central corridor labeled "CORRIDOR" and "DOWN". To the left is a large room labeled "L. 15" and "L. 16". To the right is a room labeled "L. 17" and "L. 18". At the bottom is a large room labeled "L. 19" and "L. 20". The plan also shows several smaller rooms, including a "BATH" and a "KITCHEN". Stairs are indicated by arrows and the word "UP" or "DOWN". The drawing is done in black ink on a white background.

MAIN FLOOR
785130 ~ -124 SF

A hand-drawn floor plan of a building, likely a residential structure, showing various rooms and corridors. The plan is drawn in blue ink on a white background. The layout includes a central corridor connecting several rooms. On the left side, there is a large room labeled 'LIVING ROOM' with a fireplace on the left wall. Adjacent to it is a 'DINING ROOM' and a 'KITCHEN'. A 'BED ROOM' is located at the top left, and another 'BED ROOM' is at the top right. A 'BATH' is situated near the top center. A 'HALL' runs through the center of the plan. On the right side, there is a 'PORCH' and a 'GARAGE'. A 'STORAGE' area is located at the bottom right. The drawing includes architectural details such as doors, windows, and furniture like a bed, a desk, and a chair. The overall style is a simple, functional sketch.

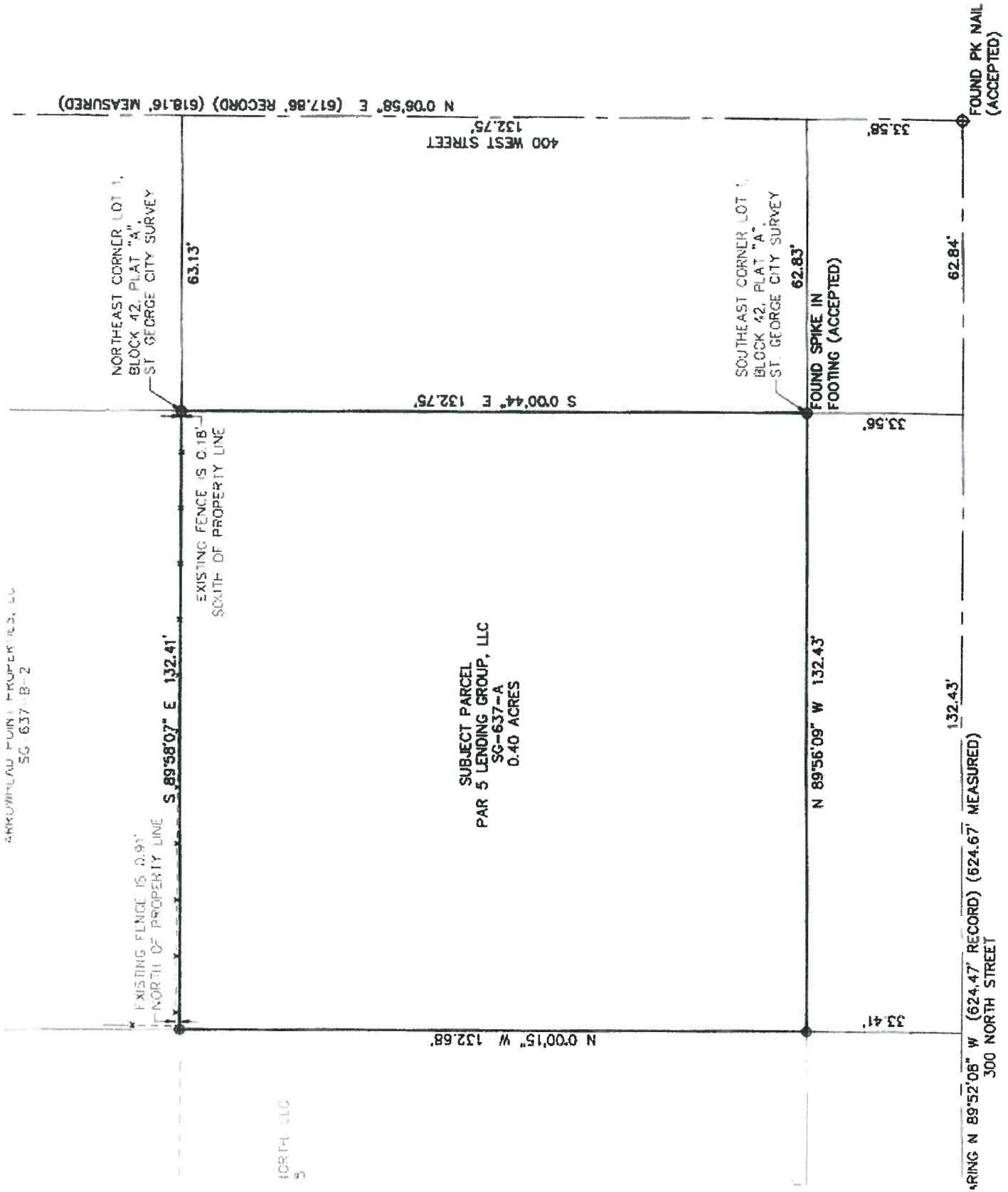
ROOM 303

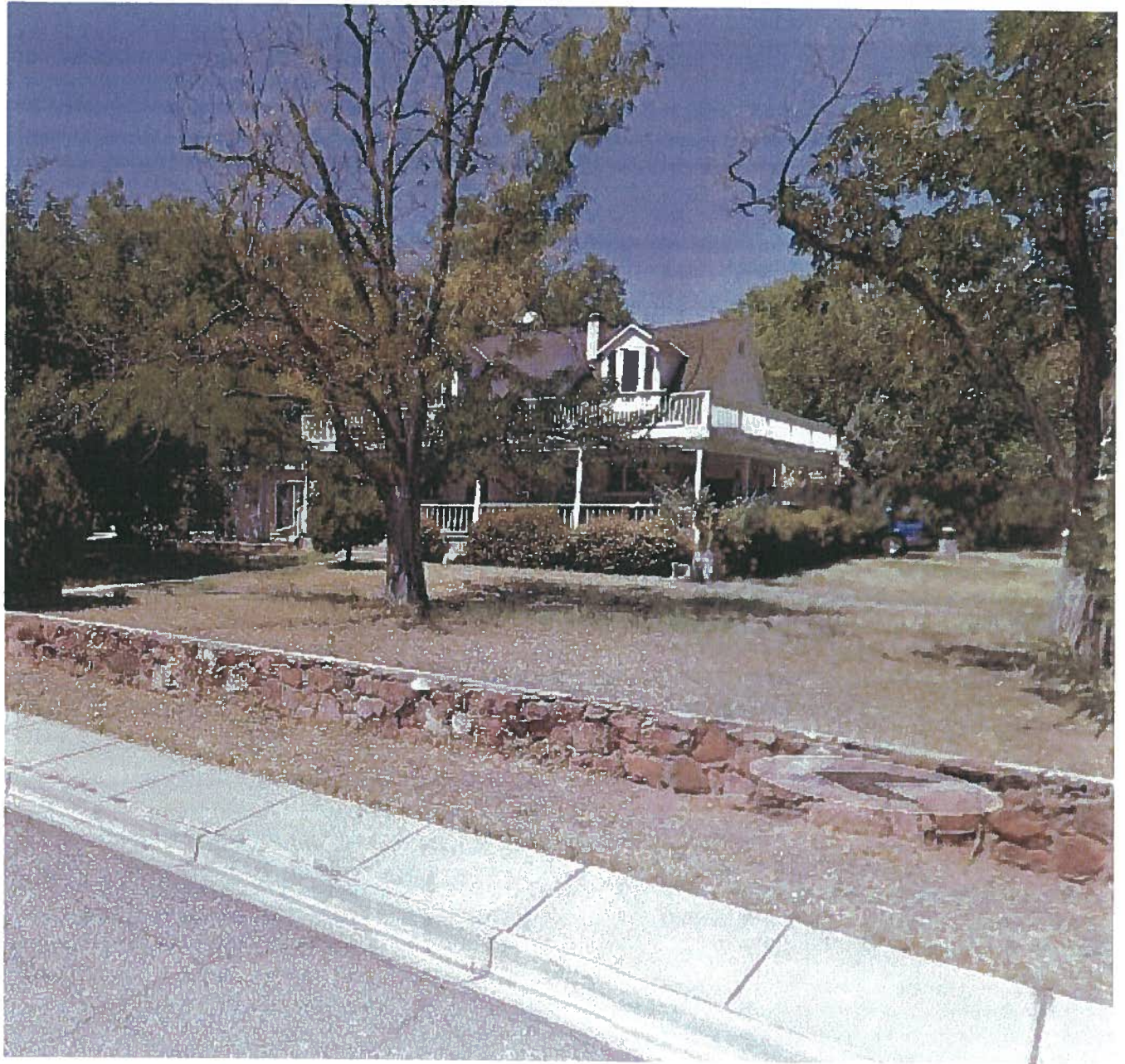
$$-0.1 = -81$$

Architectural Rendering of Preliminary Proposed Plan



BSMT FLOOR
18' x 10' 3807 SF







DRAFTAgenda Item Number : **3D**

Request For Council Action

Date Submitted 2014-11-04 15:28:19**Applicant** Ried Pope - L&R Pope Engineering**Quick Title** Public Hearing/Ordinance - Final Plat Amendment**Subject** Consider the approval of a Final Plat Amendment for Temple Shadow Townhomes Phase II Amended**Discussion** The purpose of this Amended Final Plat is to increase the size of Unit 1. This will be done by taking the 10 Feet of Common Area located between Units 1 and 2 and making part of Unit 1. No other changes were made or intended.**Cost** \$0.00**City Manager Recommendation** Plat amendment increases the size of one unit by using some of the common area next to the unit.**Action Taken****Requested by** Todd Jacobsen**File Attachments** [Temple Shadow.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** This will be heard at the November 18th Planning Commission meeting**Attachments** [Temple Shadow.pdf](#)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING
'TEMPLE SHADOW TOWNHOMES PHASE 2 AMENDMENT NO. 2' SUBDIVISION
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH**

WHEREAS, the City of St. George City Council approved the final plat TEMPLE SHADOW TOWNHOMES PHASE 2 AMENDED Subdivision on March 15, 1990 which was recorded in the Washington County Recorder's Office as document number 365262; and

WHEREAS, the owner of the real property within TEMPLE SHADOW TOWNHOMES PHASE 2 AMENDMENT NO. 2 Subdivision has petitioned the City of St. George City Council to amend TEMPLE SHADOW TOWNHOMES PHASE 2 AMENDED Subdivision by increasing the size of Lot 1; and

WHEREAS, City staff has reviewed the petition and the Planning Commission of the City of St. George has recommended that the City Council approve the amendment of TEMPLE SHADOW TOWNHOMES PHASE 2 AMENDMENT NO. 2 Subdivision as requested; and

WHEREAS, the City Council has determined that amendment of TEMPLE SHADOW TOWNHOMES PHASE 2 AMENDED Subdivision is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT ORDAINED, by the City of St. George City Council that TEMPLE SHADOW TOWNHOMES PHASE 2 AMENDMENT NO. 2 Subdivision is hereby amended by increasing the size of Lot 1.

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____, 2014.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:



Victoria H. Hales, Assistant City Attorney

DRAFTAgenda Item Number : **3E**

Request For Council Action

Date Submitted 2014-11-04 15:26:10**Applicant** Bob Hermandson - Bush & Gudgell**Quick Title** Public Hearing/Ordinance - Final Plat Amendment**Subject** Consider the approval of the Final Plat Amendment for Serenity Hills 2nd Amended

Discussion The purpose of this Amended Final Plat is to vacate the Public Utilities and Drainage Easement over the entirety of Lot 12 except for the standard 10 Foot wide and 7.50 Foot wide Public Utilities and Drainage Easement along street sides and side and rear lot lines respectively. No other changes were made or intended. FYI " This original Final Plat was recorded in 2006. Lot 12 was designed to be a detention basin unit future storm drain facilities were put in place. When the elementary school was built these facilities were put in place and now the storm water is directed elsewhere and the detention basin for Lot 12 is no longer necessary.

Cost \$0.00

City Manager Recommendation Lot was originally platted but restricted to provide drainage now drainage has been installed which makes this lot available to be built on. Recommend approval subject to Planning Commission recommendations coming from their meeting on the 18th.

Action Taken**Requested by** Todd Jacobsen**File Attachments** [Serenity.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:**

Additional Comments This will be heard at the November 18th Planning Commission meeting.

Attachments [Serenity.pdf](#)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING
'SERENITY HILLS 2nd AMENDED' SUBDIVISION
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH**

WHEREAS, the City of St. George City Council approved the final plat SERENITY HILLS AMENDED Subdivision on June 21, 2012 which was recorded in the Washington County Recorder's Office as document number 20120044294; and

WHEREAS, the owner of the real property within SERENITY HILLS AMENDED Subdivision has petitioned the City of St. George City Council to amend SERENITY HILLS 2ND AMENDED Subdivision by vacating the Public Utilities and Drainage Easement over the entirety of Lot 12 except for the standard 10 Foot wide and 7.50 Foot wide Public Utilities and Drainage Easement along street sides and side and rear lot lines respectively; and

WHEREAS, City staff has reviewed the petition and the Planning Commission of the City of St. George has recommended that the City Council approve the amendment of SERENITY HILLS 2nd AMENDED Subdivision as requested; and

WHEREAS, the City Council has determined that amendment of SERENITY HILLS AMENDED Subdivision is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT ORDAINED, by the City of St. George City Council that SERENITY HILLS 2nd AMENDED Subdivision is hereby amended by vacating the Public Utilities and Drainage Easement over the entirety of Lot 12 except for the standard 10 Foot wide and 7.50 Foot wide Public Utilities and Drainage Easement along street sides and side and rear lot lines respectively.

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____, 2014.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:



Victoria H. Hales, Assistant City Attorney

DRAFTAgenda Item Number : **3F**

Request For Council Action

Date Submitted 2014-11-04 15:24:17

Applicant Brandon Anderson - Rosenberg Associates

Quick Title Public Hearing/Ordinance - Final Plat Amendment

Subject Consider approval of a Final Plat Amendment for Pelican Hills Condominiums Phase 2 Amended

Discussion The purpose of this Amended Final Plat is to convert some of the limited common area (covered patios) into private ownership for units 1326, 1327, 1426, and 1427. No other changes were made or intended.

Cost \$0.00

City Manager Recommendation Allows some of the units to use their covered patios as private space instead of common area. PC will hear on the 18th.

Action Taken

Requested by Todd Jacobsen

File Attachments [Pelican Hills.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments This will be heard at the November 18th Planning Commission meeting.

Attachments [Pelican Hills.pdf](#)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING
'PELICAN HILLS CONDOMINIUMS PHASE 2 AMENDED' SUBDIVISION
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH**

WHEREAS, the City of St. George City Council approved the final plat PELICAN HILLS CONDOMINIUMS PHASE 2 Subdivision on November 20, 2008 which was recorded in the Washington County Recorder's Office as document number 20080048164; and

WHEREAS, the owner of the real property within PELICAN HILLS CONDOMINIUMS PHASE 2 Subdivision has petitioned the City of St. George City Council to amend PELICAN HILLS CONDOMINIUMS PHASE 2 AMENDED Subdivision by converting some of the limited common area into private area; and

WHEREAS, City staff has reviewed the petition and the Planning Commission of the City of St. George has recommended that the City Council approve the amendment of PELICAN HILLS CONDOMINIUMS PHASE 2 AMENDED Subdivision as requested; and

WHEREAS, the City Council has determined that amendment of PELICAN HILLS CONDOMINIUMS PHASE 2 Subdivision is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT ORDAINED, by the City of St. George City Council that PELICAN HILLS CONDOMINIUMS PHASE 2 AMENDED Subdivision is hereby amended by converting some of the limited common area into private area.

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____, 2014.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:



Victoria H. Hales, Assistant City Attorney

BRONSON E. ANDERSON, 54 George, Union St. Albany, N.Y. 12242, is a registered land surveyor as evidenced by the title of a deed and that a "deed certificate of registration" received in 1981 from the county clerk of Albany County, N.Y. is a further attestation that he is a duly qualified land surveyor. The survey of the tract of land shown on the Condominium Plan was conducted as a condominium project to the Union Condominium Association.

that sold Condominium Plus compares to projects in accord with the provisions of section 57-9-1.5 (1) of the Utah Code.



Beginning at a point being on the Northeast corner of Condensate Phase I, south point being on the Westerly Easement line, said point also being SD-154 West 409' 10" feet, S 44° 43' East from the North corner of Section 22, Township 6 North Range 1 East, Salt Lake Base 1 Meridian, and running thence Westerly the following: (1) course along said Easement line to the intersection of the Easement line with the boundary of Mills Condensate Phase I.

...the results and specific recommendations for the distribution of transitional, floor sizes and exterior lighting are compiled in a report dated July 3, 2009. This report is available from the Developer and a copy is on file with the City of St. George. Owners, builders and others should become familiar with this report and work with the recommendations.

by Submarine Process 4 and 5

[illegible]

Rock walls are private and all rock wall repair and maintenance shall be the responsibility of the home owners association and home owners association shall indemnify and hold harmless the city of St. George, its officers, board, employees, agents and contractors from and against all claims resulting from rock walls located within the subdivision.

Due to the low conditions in this area, special consideration is required for construction factors. Refer to the Geotechnical Investigation for specific recommendations.



LINE TABLE			BEARING
LINE	LENGTH	INCHES	
1	2	18.40	N07-003073E
2	21.6		S04-002033E
3	1.3	60.35	S06-492714E
4	1.4	41.33	S05-422523E
5	1.5	36.76	S05-422523E
6	26.1		H05-074410E
7	1.6	41.42	N07-004410E
8	1.7	27.8	N07-002042E
9	1.8	27.8	N07-002042E
10	1.1	20.69	N07-002042E
11	1.2	33.33	S04-112714E
12	1.3	63.50	B04-112714E
13	1.4	36.76	S04-112714E
14	1.5	50.81	S04-112714E
15	1.3	46.76	N06-555414E
16	1.5	51.25	N06-555414E
17	1.35	20.21	N05-130233E
18	1.5	20.21	N05-130233E



LOCATED IN THE NORTHWEST QUARTER OF SECTION
TOWNSHIP 43 SOUTH, RANGE 16 WEST OF THE SALT LAKE BASE 41

LOCATED IN THE NORTHWEST QUARTER OF SECTION
TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE SALT LAKE BASE AJ

BERG ASSOCIATES
ENGINEERS AND LAND SURVEYORS

DATE	04/18/97	HAA DRAWING	
DWG NO.	11		
SHEET NO.	1 OF 4		

The Person Condorcet Final has been reviewed and is approved in accordance with information on file in this office with the day of December, 2000.

On this the 10th day of December A.D. 2008 the Planning Commission of the City of St. George, having reviewed the above Condominium Final Plot and having found that it complies with the

for acceptance by the City of St. George, Utah.

City and Zoning Administrator: (Asst.)

On November 10, 2000, reviewed the above Contaminated Final PCE and recommended the same for acceptance by the City of St. George, UT.

the City of St. George, Utah:

aligned horizontally to two fluorescent light fixtures.

APPROVED AS TO FORM
THIS 21 DAY OF
MAY A.D. 2008.

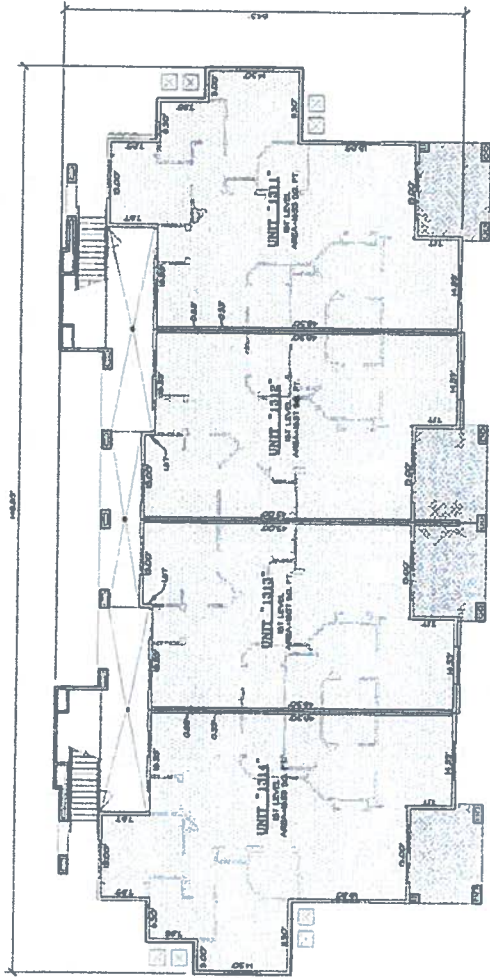
Leopoldina
CITY OF HOUSTON

7-11

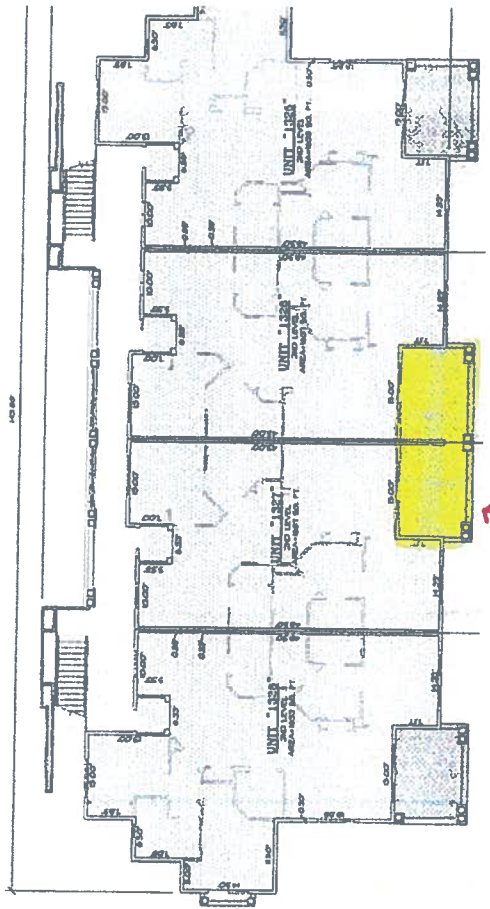
Timothy D. Bunker

City Engineer City of St. George, Utah

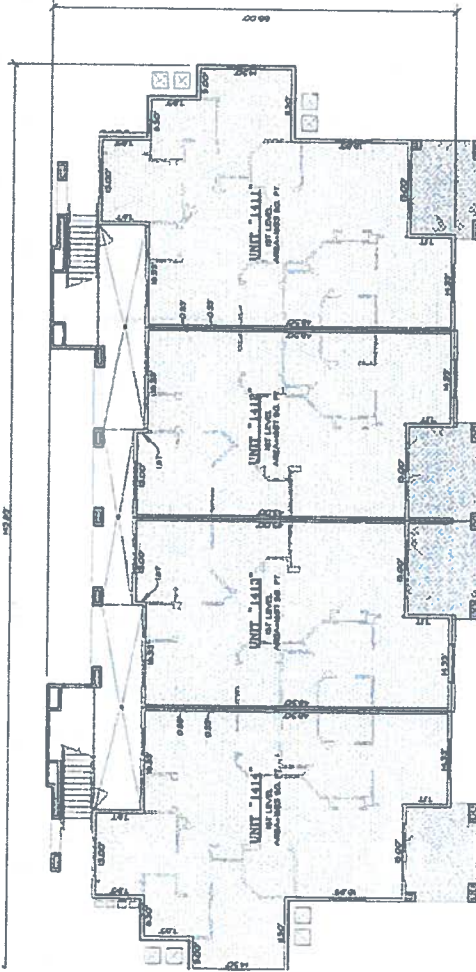
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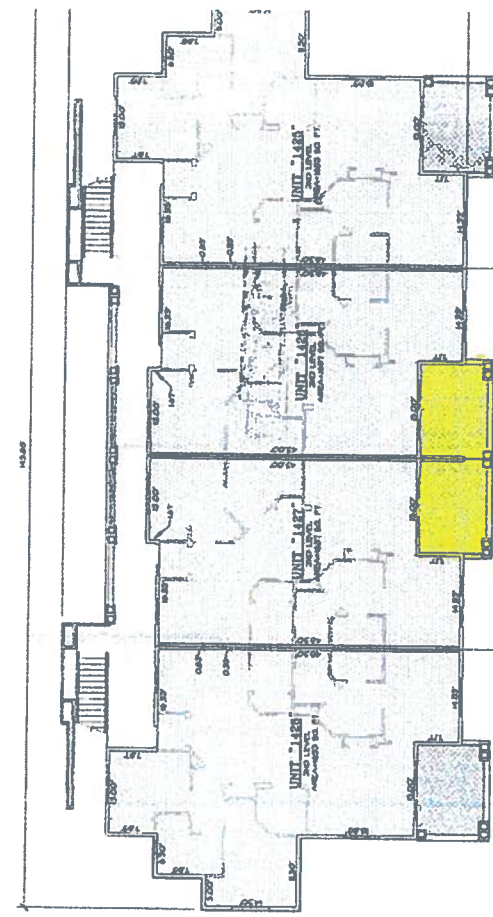
BUILDING 13 LOWER FLOOR PLAN
SCALE 1/4" = 1'-0"



BUILDING 13 UPPER FLOOR PLAN
SCALE 1/4" = 1'-0"
LIMITED COMMON AREA TO PRIVATE OWNERSHIP



BUILDING 14 LOWER FLOOR PLAN
SCALE 1/4" = 1'-0"



BUILDING 14 UPPER FLOOR PLAN
SCALE 1/4" = 1'-0"
LIMITED COMMON AREA TO PRIVATE OWNERSHIP

PELICAN HILLS CONDOMINIUMS PHASE 2

NBERG ASSOCIATES
ARCHITECTS AND INTERIORS
10000 N. 10TH AVENUE, SUITE 100, DENVER, CO 80231
TEL: 303.755.1000 FAX: 303.755.1001
WWW.NBERGASSOCIATES.COM

LEGEND:

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

DATE: 11/11/11
BY: [Signature]
SCALE: 1" = 1'-0"

PELICAN HILLS CONDOMINIUMS PHASE 2

LOCATED IN DENVER, COLORADO, AT THE INTERSECTION OF I-70 AND I-25
OFF THE EAST SIDE OF I-70 AND I-25

DRAFTAgenda Item Number : **3G**

Request For Council Action

Date Submitted 2014-11-10 11:53:53**Applicant** City of St. George**Quick Title** Public Hearing and Ord for landscaping and deceleration lane

Subject D. Consider approval of a proposed amendment to the City Subdivision Regulations, Section 11-5-4.C.3 to allow a five foot (5â€™™) landscape and utility strip between the sidewalk and wall where additional road right-of-way and a deceleration / acceleration lane is provided at the request of the City.

Discussion Current code requires projects with double fronting lots to provide a 10â€™™ wide landscape strip between the side and privacy wall. Often, it is necessary to require a deceleration or acceleration lane at intersections or driveways to promote traffic safety and efficiency. In some cases the decel or acceleration lane can be accommodated within the standard street right of way, but in many cases the developer is asked to provide additional street right of way for the decel lane. In such cases the proposed amendment would allow the landscape & utility strip to be reduced 5â€™™ (from 10â€™™ to 5â€™™wide).

Cost \$0.00

City Manager Recommendation Makes sense on major roads at those locations that need a deceleration lane and would keep the City from having to purchase the extra right of way.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11-5-4:C.3

WHEREAS, the City has determined that providing deceleration and acceleration lanes is an important safety and efficiency improvement at intersections and driveways on public streets, and

WHEREAS, the Planning Commission held a public hearing on the proposed subdivision code amendment, and the Planning Commission recommends approval of such code amendment, and

WHEREAS, the City Council has determined that changes to the subdivision ordinance are in the best interest of the health, safety, and welfare of the citizens of the City of St. George and are justified at this time.

NOW, THEREFORE, BE IT RESOLVED, by the St. George City Council, as follows:

11-5-4:C.3 be amended to add the following language to the code (new wording is underlined);

Where double frontage lots are platted, a six foot (6') high solid masonry wall shall be constructed along the public road for a privacy and noise screen. All walls shall comply with the standards set forth in [title 10, chapter 18](#) of this code. The city may approve modifications to the masonry wall to allow for architectural elements such as wrought iron within sections of the wall. The privacy wall shall be set back from the sidewalk a minimum of ten feet (10') in order to provide access to and utilization of the utility easement and a landscape area for the planting of shrubs and trees. **Where the developer provides both additional public right-of-way and a deceleration / acceleration lane at the request of the city, the utility-landscape strip may be reduced to five (5) feet for the length of the additional deceleration / acceleration lane.** Along arterial streets, the city council, upon recommendation from the planning commission, may require a planter area greater than ten feet (10') in width. In addition, in order to provide proper intersection and driveway sight distance, it will be necessary in some cases to set the wall back a distance greater than ten feet (10') from the sidewalk. Where the developer or property owner dedicates the landscape and utility area described herein to the city, the developer will receive an area credit for the perimeter lots adjacent to the dedicated landscape and utility area equal to the amount of the dedicated area. Such area credit will be applied to the adjacent lots for the purpose of complying with the minimum lot size requirements.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 20th day of November, 2014.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Subdivision Regulation Amendment

Reduced Landscape / Utility width for Additional Right of way & Decel lane

PLANNING COMMISSION AGENDA REPORT: 10/28/2014
CITY COUNCIL SET DATE: 11/06/2014
CITY COUNCIL MEETING: 11/20/2014

AMENDMENT TO SUBDIVISION REGULATIONS; PUBLIC HEARING

Case No. 2014-ZRA-006

Request: Proposed amendment to Title 11, Subdivision Ordinance, Section 11-5-4:C.3 to allow for a 5' wide utility and landscape strip between the sidewalk and privacy wall on double-frontage lots, where additional road right of way and a decel / acceleration lane is provided at the request of the city.

Applicant: City of St George

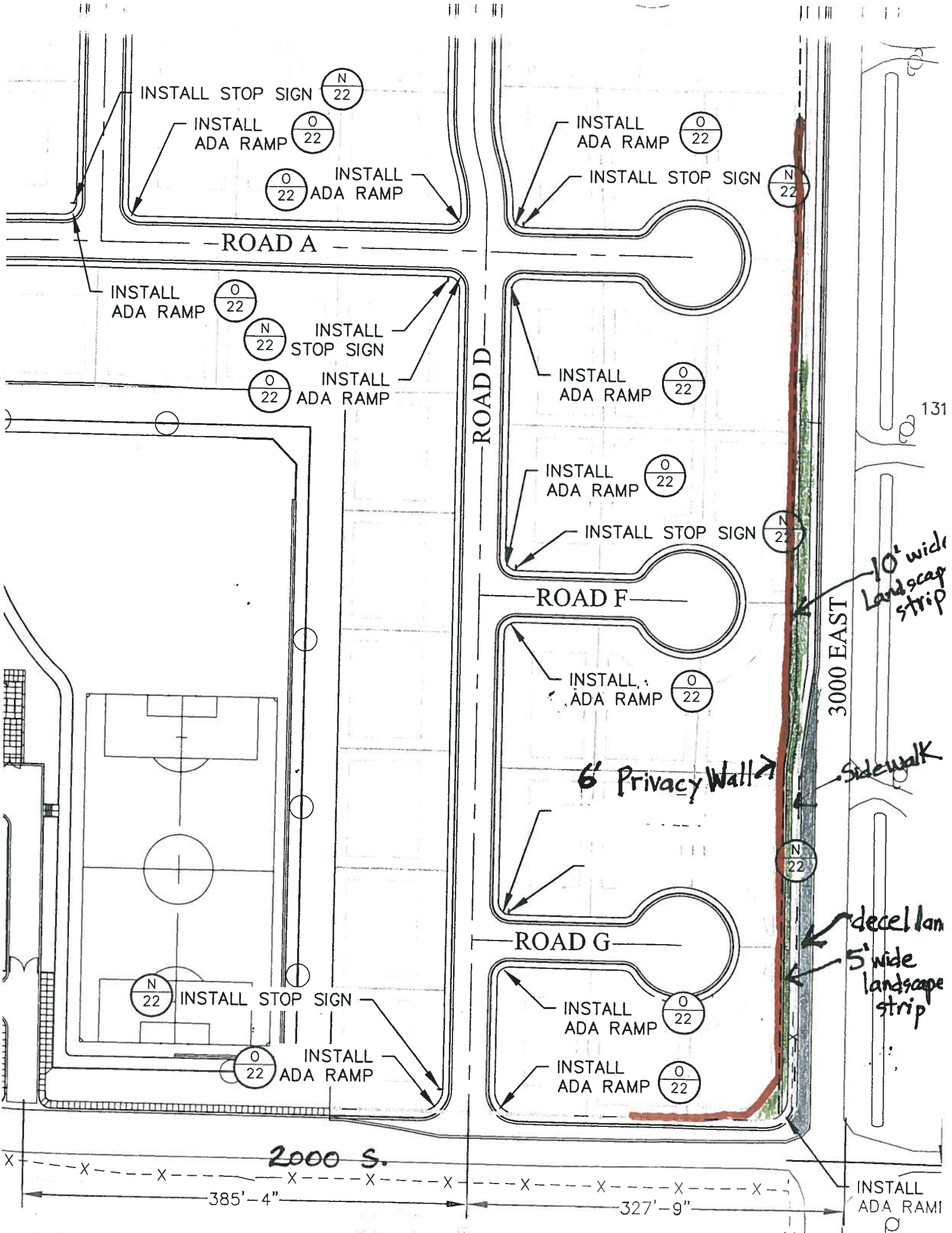
Background: Currently the Subdivision Ordinance (11-5-4:C.3) requires that where double-frontage lots are platted there shall be a 10' wide landscape & utility strip provided between the sidewalk and privacy wall. Double-frontage lots occur adjacent to arterial and major collector roads, and it is often necessary to require a deceleration or acceleration lane at intersections to promote traffic safety and efficiency. In some cases the decel or acceleration lane can be accommodated within the standard street right of way, but in many cases the developer is asked to provide additional street right of way for the decel lane. In such cases the proposed amendment would allow the landscape & utility strip to be reduced 5' (from 10' to 5'wide). This would apply **where the developer provides both additional right of way and installs the decel or acceleration lane.** The reduced landscape / utility strip would only be reduced for the length of the decel or acceleration lane, which is typically 100' long, and the 5' wide width would still allow for the planting of trees.

Proposed Amendment:
(New wording is underlined)

Proposed amendment to the City Subdivision Ordinance, Section 11-5-4:C.3 to allow for a 5' wide utility and landscape strip between the sidewalk and privacy wall where additional road right of way and a decel/accel lane is provided at the request of the city.

3. Where double frontage lots are platted, a six foot (6') high solid masonry wall shall be constructed along the public road for a privacy and noise screen. All walls shall comply with the standards set forth in Title 10, Chapter 18 of this code. The city may approve modifications to the masonry wall to allow for architectural elements such as

wrought iron within sections of the wall. The privacy wall shall be set back from the sidewalk a minimum of ten feet (10') in order to provide access to and utilization of the utility easement and a landscape area for the planting of shrubs and trees. **Where the developer provides both additional public right-of-way and a deceleration / acceleration lane at the request of the city, the utility-landscape strip may be reduced to five (5) feet for the length of the additional deceleration / acceleration lane.** Along arterial streets, the city council, upon recommendation from the planning commission, may require a planter area greater than ten feet (10') in width. In addition, in order to provide proper intersection and driveway sight distance, it will be necessary in some cases to set the wall back a distance greater than ten feet (10') from the sidewalk. Where the developer or property owner dedicates the landscape and utility area described herein to the city, the developer will receive an area credit for the perimeter lots adjacent to the dedicated landscape and utility area equal to the amount of the dedicated area. Such area credit will be applied to the adjacent lots for the purpose of complying with the minimum lot size requirements.



INSTALL STOP SIGN

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ADA RAMP

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ROAD A

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INSTALL STOP SIGN

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ADA RAMP

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2000 S.

385'-4"

327'-9"

3000 EAST

10' wide
Landscape
strip

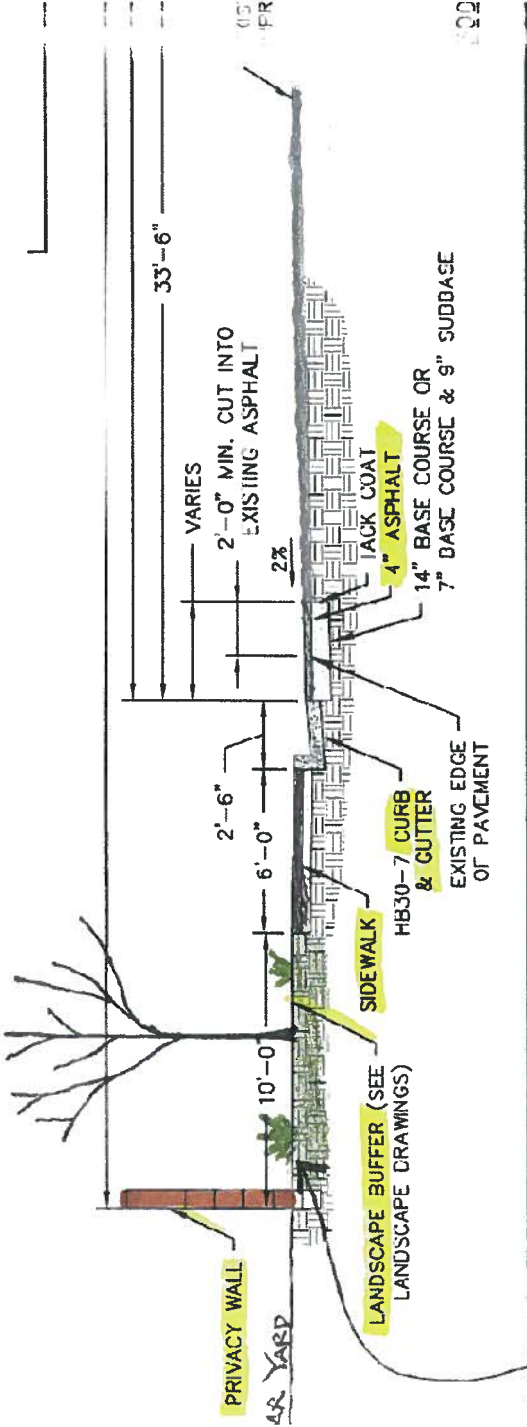
6' Privacy Wall

Sidewalk

decel lane
5' wide
landscape
strip

INSTALL
ADA RAMP

Landscape strip reduced from 10' to 5' wide



Standard X-Section 80 ft. - 90 ft. Arterial Street

Residential lots back against Arterial Street

Landscape area narrowed to 5 ft. where deceleration lane provided

DRAFT

Agenda Item Number :

4A

Request For Council Action

Date Submitted 2014-11-12 08:43:01**Applicant** City of St. George**Quick Title** Ordinance Adopting Ft. Pierce CDA #2 Project Area Plan**Subject** Consideration of an ordinance adopting the Fort Pierce Community Development Project Area #2 Plan, as approved by the Redevelopment Agency of St. George City, as the official Community Development Project Area #2 Plan, and directing that notice be given.**Discussion****Cost** \$0.00**City Manager Recommendation** After the RDA meets and approves the creation of the new CDA in Ft. Pierce the City Council must approve the creation by ordinance. This CDA will facilitate Industrial Brush and Environmental Stone Works businesses. Recommend approval.**Action Taken****Requested by** Deanna Brklacich**File Attachments** [Fort Pierce #2 Project Area Plan Ordinance 11.14.14.doc](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Fort Pierce #2 Project Area Plan Ordinance 11.14.14.doc](#)

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE FORT PIERCE COMMUNITY DEVELOPMENT PROJECT AREA #2 PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE, AS THE OFFICIAL COMMUNITY DEVELOPMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS the Board of the Redevelopment Agency of the City of St. George (the "Agency"), having prepared a Project Area Plan (the "Plan") for the Fort Pierce Community Development Project Area #2 (the "Project Area"), the legal description attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated ("UCA") § 17C-4-109, and having held the required public hearing on the Plan on November 20, 2014, pursuant to UCA § 17C-4-102, adopted the Plan as the Official Community Development Plan for the Project Area; and

WHEREAS the Utah Community Development and Renewal Agencies Act (the "Act") mandates that, before the community development project area plan approved by an agency under UCA § 17C-4-102 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-4-105; and

WHEREAS the Act also requires that notice is to be given by the community legislative body upon its adoption of a community development project area plan under UCA § 17C-4-106.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AS FOLLOWS:

1. The City of St. George hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community development plan for the Project Area (the "Official Plan").
2. City staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-4-106, whereupon the Official Plan shall become effective pursuant to UCA § 17C-4-106(2).
3. Pursuant to UCA § 17C-4-106(4), the Agency may proceed to carry out the Official Plan upon its adoption.
4. This ordinance shall take effect immediately.

APPROVED AND ADOPTED this ____ day of November, 2014.

Mayor

Attest:

City Recorder

EXHIBIT A - PROJECT AREA LEGAL DESCRIPTION

Commencing at the Northwest Quarter Corner of Section 20, Township 43 South, Range 15 West, Salt Lake Base & Meridian; thence 875.60 feet S 88°45'22" E along the section line, and 160.30 feet S 01°14'38" W to the POINT OF BEGINNING, said point also being on the Northerly line of Commerce Drive, as shown on the "Commerce Drive Extension" Dedication Plat, according to official plat thereof on file and of record in the Washington County Recorder's Office as Entry No. 828420; thence S 47°15'29" W, a distance of 1460.99 feet more or less to a point of curve to the right having a radius of 990.49 feet and a central angle of 07°44'40"; thence southwesterly along the arc a distance of 133.88 feet more or less; thence S 41°23'29" E, a distance of 66.07 feet more or less; thence S 42°44'31" E, a distance of 324.13 feet more or less; thence S 59°49'11" W, a distance of 755.47 feet more or less; thence S 42°23'28" W, a distance of 192.89 feet more or less; thence N 50°30'13" W, a distance of 319.43 feet more or less; thence N 50°31'07" W, a distance of 66.00 feet more or less to the point of curve of a non tangent curve to the right, of which the radius point lies S 50°31'07" E, a radial distance of 1,000.00 feet; thence northeasterly along the arc, through a central angle of 06°38'26", a distance of 115.90 feet more or less; thence N 45°46'09" W, a distance of 160.01 feet more or less to a point of curve to the left having a radius of 3,066.00 feet and a central angle of 05°05'44"; thence northwesterly along the arc a distance of 272.68 feet more or less; thence N 50°51'53" W, a distance of 889.75 feet more or less; thence N 55°38'13" E, a distance of 45.06 feet more or less; thence N 43°57'59" E, a distance of 653.25 feet more or less; thence S 45°07'03" E, a distance of 430.38 feet more or less; thence S 82°57'28" E, a distance of 500.45 feet more or less; thence N 54°35'35" E, a distance of 528.51 feet more or less; thence N 61°03'35" E, a distance of 582.54 feet more or less; thence N 06°54'20" W, a distance of 345.90 feet more or less; thence N 41°26'40" E, a distance of 200.93 feet more or less; thence N 66°15'02" E, a distance of 98.29 feet more or less; thence S 42°43'56" E, a distance of 750.72 feet more or less to the POINT OF BEGINNING.

Containing 2,485,014.05 square feet or 57.0481 acres, more or less.

The intent of this legal description is to include all of Lots 73, 74A, 74B, 75, 76, 77, 78, 79, 124, 127, and 128 into the Fort Pierce CDA #2

DRAFT

Agenda Item Number :

5A

Request For Council Action

Date Submitted 2014-11-07 17:33:45**Applicant** Viracon Inc.**Quick Title** Resolution to Approve Viracon Incentive Agreement**Subject** Incentive Agreement between the City of St. George and Viracon, Inc.

Discussion A proposed resolution authorizing the City to enter into an Incentive Agreement with Viracon, Inc. The Agreement provides real and personal property tax incentives to the company for seven years if it re-establishes its manufacturing facility here, invests 2.2 mil in it, and employs at least 220 qualified employees at average annual wages and benefits equal to 120% of the local average. Viracon designs, manufactures and sells architectural glass products used in high rise buildings and other applications.

Cost \$0.00

City Manager Recommendation Viracon received an incentive when they originally built in this CDA and that incentive has been finalized. Now Viracon is coming back and adding additional equipment to facilitate new employees and the State is offering incentives for their new operation so the City is required to offer an incentive as well. The new incentive is for the new equipment to be installed with the goal of 220 employees at 120% of the local wage average.

Action Taken**Requested by** Victoria Hales**File Attachments** [FINAL Viracon Incentive Agreement.doc](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [FINAL Viracon Incentive Agreement.doc](#)

CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____

A RESOLUTION APPROVING AN INCENTIVE AGREEMENT WITH VIRACON

WHEREAS, the City desires to improve the economy of the community by bringing in new businesses and keeping those businesses in the community; and

WHEREAS, Viracon, Inc. designs, manufactures and sells architectural glass products , employs at least 220 qualified employees with an average annual wage and benefits equal to 120% of the local average; and

WHEREAS, Viracon, Inc. has the ability to continue to help the City economy by continuing to operate in the City; and

WHEREAS, the City believes that entering into an Incentive Agreement to reduce Viracon, Inc.'s tax requirements in exchange for them continuing to operate in the City and to invest an additional \$2.2 million into the local business is in the best interest of the citizens of the City of St. George.

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council:

The written incentive agreement with Viracon, Inc and the tax incentives as set forth in the agreement are hereby approved.

This resolution shall become effective immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 2014.

Jonathon T. Pike

ATTEST:

Christina Fernandez, City Recorder

**INCENTIVE AGREEMENT BETWEEN
THE CITY OF ST. GEORGE AND VIRACON INC.**

This Incentive Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2014, by and among the City of St. George, a municipal corporation and political subdivision of the State of Utah, (the "City"), the St. George Neighborhood Redevelopment Agency (the "Agency"), and Viracon Inc., a Minnesota corporation (the "Company"), collectively referred to herein as "the parties."

RECITALS

WHEREAS, pursuant to the Neighborhood Redevelopment and Renewal Agencies Act, formally codified as Utah Code sections 17B-4-101*et seq.*, and subsequently renumbered as 17C-1-101 *et seq.* (hereinafter the "CDA Act"), the Agency was legally and duly established by ordinance of the City Council of the City of St. George; and

WHEREAS, the Agency has as a purpose the creation of additional employment opportunities in the City through the attraction and expansion of manufacturing and industrial development in the City; and

WHEREAS, pursuant to the CDA Act, formally codified as Utah Code sections 17B-4-401 through 410, the Agency established the Ft. Pierce Community Development Area #1 by way of resolution of its board and by way of ordinance of the City Council's adopting the Ft. Pierce Community Development Area #1; and

WHEREAS, pursuant to the CDA Act, Utah Code sections formally codified as 17B-4-1001 through 1011, the Agency may receive and use tax increment for the economic development of the City; and

WHEREAS, Company currently designs, manufactures and sells quality architectural glass products for numerous industries, and is the country's largest producer of architectural glass for high rise buildings. This includes insulating, laminated, and monolithic glass products, as examples. Company owns property, has an existing facility, and will begin manufacturing at its facility in the Ft. Pierce Community Development Area #1, located within the municipal boundaries of the City; and

WHEREAS, Company's operations will significantly contribute to the local economic and tax base as well as provide an anticipated 220 jobs with benefits in the City, with an average annual wage and an average employer-paid contribution for employee benefits equal to 120% of the Washington County average; and

WHEREAS, the City has determined that no similar manufacturing business currently located within the City competes with Company for the same market, that Company manufactures or produces a value-added product, and that the market for the product produced is primarily outside of Washington County; and

WHEREAS, Company's investment at its facility in the Ft. Pierce Community Development Area #1, located within the municipal boundaries of the City St. George, including the remodeling, enhancements, and additional equipment, will total approximately \$2,200,000.00; and

WHEREAS, Company desires to receive incentives from the City in order to occupy and enhance its manufacturing facility in the City; and

WHEREAS, the City desires to provide Company a financial incentive (the "Real and Personal Property Tax Incentive") to occupy and enhance its manufacturing facility in the City; and

WHEREAS, the City and Company have arranged between them for an incentive for occupying and enhancing said manufacturing facility within the City which the parties desire to reduce to writing.

AGREEMENT

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. Compliance with Real and Personal Property Tax Incentive Requirements.
Company agrees that it shall employ at least 220 Qualified Employees at Company's St. George manufacturing facility in order to be eligible for the Real and Personal Property Tax Incentive. A "Qualified Employee" is defined as a permanent full-time position, created at a proximate time to the date of this Agreement, whose primary assignment and duties are in Company's St. George manufacturing facility and whose legal residence is located within the boundaries of Washington County, Utah, and required to work at least thirty-two (32) hours per week, with an average annual wage and an average employer-paid

contribution for employee benefits equal to 120% of the Washington County average, and with an average employer-paid contribution of \$650.00 per month for employee benefits, for the Term of this Agreement. Company also agrees that its total investment in the Property shall be no less than \$2,200,000.00.

2. Connection Fees and Other Fees. It is not the intent of the City to waive any fees lawfully adopted by the City. Company shall owe and be responsible to pay to the City all applicable connection fees, license fees, and other fees lawfully adopted by the City.

3. Real and Personal Property Tax Incentive. Company shall be eligible to receive the Real and Personal Property Tax Incentive in the form of an annual cash payment from the City in an amount equal to the amount of all new real and personal property taxes above the base year of 2014 (the "Taxes") paid on the property located at 1586 E. Venture Drive, St. George, Utah, 84790, as described in Exhibit "A" (the "Property"), as set forth below.
 - i) Year One: 80% of the Taxes paid in tax year one;
 - ii) Year Two: 80% of the Taxes paid in tax year two;
 - iii) Year Three: 80% of the Taxes paid in tax year three;
 - iv) Year Four: 80% of the Taxes paid in tax year four;
 - v) Year Five: 80% of the Taxes paid in tax year five;
 - vi) Year Six: 80% of the Taxes paid in tax year six;
 - vii) Year Seven: 80% of the Taxes paid in tax year seven.

Company shall receive this payment for a period of seven (7) tax years after the Date of Occupancy, beginning with the first full tax year after the Date of Occupancy.

4. Date of Occupancy. The "Date of Occupancy" shall be defined as the date Company occupies the Property or the date manufacturing operations begin at the Property, whichever is later, provided however that the Date of Occupancy shall not be later than twelve (12) months after the date of this Agreement. Company shall notify the City in writing within ten (10) business days of the date the Property is occupied or the date manufacturing operations begin at the Property.

5. Reimbursement of Taxes and Certification Procedure. Company shall submit a written request for reimbursement to the City along with evidence of the Taxes assessed on the Property described in Exhibit "A" and paid to Washington County no later than twelve (12) months from the date on which the Taxes were paid, along with supporting documentation as deemed reasonably necessary by the City Budget Manager to verify compliance with this Agreement. Company shall also submit a written certification that the "Real and Personal Property Tax Incentive Requirements" of paragraph 1 of this Agreement have been met for the entire tax year for which reimbursement is sought.

The City shall reimburse Company within sixty (60) days of the City's receipt of evidence of the Taxes paid on the Property described in Exhibit "A" from the Washington County Assessor, unless the City Budget Manager requires additional information. Any request for additional information shall be made in a timely manner after receipt of Company's reimbursement request. The parties agree that the City has the right to audit the information supplied by Company and Company agrees to cooperate fully in any such audit.

6. Continuous Operation. It is the parties' understanding that Company shall remodel, enhance, purchase additional equipment, and continuously operate a manufacturing facility in the Ft. Pierce Community Development Area #1, located within the municipal boundaries of the City St. George, for the full Term of this Agreement (as defined in Section 10 of this Agreement). The City shall be relieved of any and all obligations under this Agreement if Company fails to remodel, enhance, purchase additional equipment, and begin lawful operation of a manufacturing facility in the Ft. Pierce Community Development Area #1 within twelve (12) months of the execution of this Agreement.

If at any time, during the Term of this Agreement, Company ceases continuous operation of its manufacturing facility in the Ft. Pierce Community Development Area #1 for a cumulative period exceeding thirty (30) days during any tax year in which the Real and Personal Property Tax Incentive is requested, Company shall be deemed to have breached this Agreement, and the City shall be relieved of any and all remaining obligations under this Agreement from the date of such cessation of operation. In addition, if Company ceases continuous operation before the completion of any tax year within the Term of this Agreement, the City shall not be required to make any partial or pro-rated payment to Company pursuant to the terms of this Agreement.

7. Employment Records. Company shall keep and maintain payroll records and books, as may be reasonably necessary to reflect and disclose fully the number of Qualified Employees employed as required in this Agreement as well as the salary and benefits paid during each year for which reimbursement is sought. All the payroll records and related books and documents shall be made available for inspection, copying, audit and examination at all reasonable times by any authorized representative of the City for purposes of verifying compliance with

the terms of this Agreement. City must provide ten (10) business days written notice before gaining access to such records.

8. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
9. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

City of St. George
Attn: Budget Manager
175 East 200 North
St. George, Utah 84770

Viracon Inc.
Attn: Monte Mitchell
Senior Vice President of Administration
800 Park Drive
Owatonna, Minnesota 55060

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

10. Term. The Term of this Agreement shall be for seven (7) full tax years from the Date of Occupancy as defined in Section 4 of this Agreement.
11. Successor Parties. This Agreement shall be binding upon the heirs, assigns, receivers, or successors in interest of the parties.
12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any prior such agreements. There are no other agreements, written or oral, except as specifically provided herein.
13. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
14. Maximum Incentive. In no manner shall the incentive available under this Agreement exceed the amount of the Taxes collected from the property described in Exhibit "A" for the Term of this Agreement.
15. No Joint Venture. Nothing in this agreement is intended to, or shall be deemed to, constitute a joint venture or partnership between Viracon Inc., the City, and/or the Agency.

WITNESS the hands and seals of the parties, the month, day and year first written above.

CITY OF ST. GEORGE

Viracon Inc.

Jonathan T. Pike, Mayor and
Chairman, St George
Neighborhood Redevelopment Agency

By: Monte Mitchell
Title: Senior Vice President of Administration

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Shawn M. Guzman, City Attorney

EXHIBIT A

All real and personal property on a parcel of land located in the Ft. Pierce Community Development Area #1, located within the municipal boundaries of the City St. George, Washington County, Utah, commonly called 1586 E. Venture Drive, St. George, Utah, and Parcel No. SG-5-3-20-212-CD, which land is described as:

Beginning at a point North $88^{\circ}45'10''$ West 1021.98 feet along the Center Section Line and south $1^{\circ}10'52''$ West 33.00 feet from East $\frac{1}{4}$ Corner of Section 20, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence South $88^{\circ}45'10''$ East 911.04 feet to the point of a 45.00 foot radius curve to the right; thence Southeasterly through a central angle of $89^{\circ}56'02''$ and along the arc of said curve 70.63 feet to a point of tangency; thence South $1^{\circ}10'52''$ West 650.28 feet to the point of a 1966.10 foot radius curve to the left; thence Southeasterly through a central angle of $8^{\circ}54'45''$ and along the arc of said curve 305.84 feet; thence Southeasterly through a central angle of $8^{\circ}54'45''$ and along the arc of said curve 305.84 feet; thence North $88^{\circ}49'08''$ West 979.72 feet; thence North $1^{\circ}10'52''$ East 1000.93 feet to the point of beginning.

Containing 22.000 acres

DRAFTAgenda Item Number : **6A**

Request For Council Action

Date Submitted 2014-11-12 14:50:15**Applicant** Melynda Thorpe & Nicki Pace**Quick Title** Gingerbread Tour & Art On Main**Subject** Consideration of a request to close Main Street from St George Blvd to Tabernacle on Friday, December 12 for 6 pm to 9 pm.**Discussion** The Gingerbread Tour and Art on Main will be held December 6 through December 12 from 6pm to 9 pm daily. This annual community event invites the public to visit the Downtown area to view the Gingerbread Houses displays at various locations. The Big Finale will be on December 12 with a celebration of the Downtown hospitality.**Cost** \$0.00**City Manager Recommendation** Sounds like a great event. Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** [Ginerbread Tour & Art on Main .pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Ginerbread Tour & Art on Main .pdf](#)

FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:

Business License Use Only



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

EVENT NAME: GINGERBREAD TOUR/ART ON MAINApplicant's Name: MELYNDA THORPE FOR NICKI PAGEOrganization: DOWNTOWN BUSINESS ADVANCE/ART ON MAIN EVENTMailing Address: 368 S. MAIN DR. C108City, State, Zip: ST GEORGE, UT 84790Day Phone: 435-773-0781

Cell/other:

E-mail: melynda@emcelsquare.com

Event Web Address (if applicable):

Alternate contact name: NICKI PAGEDay Phone: (435) 574-6442

Cell/other:

E-mail: NICKIUTAH@gmail.com

EVENT DETAILS (Complete additional event details on page 3 of this form)

LOCATION MAIN STREET BETWEEN ST. GEORGE BLVD/TARBOW AVE

Location Details/Address:

Event	Date(s): <u>DEC 12</u>	Start time: <u>6 pm</u>	End time: <u>9 pm</u>
Set-up	Date(s): <u>"</u>	Start time: <u>3 pm</u>	End time: <u>9 pm</u>
Clean-up	Date(s): <u>"</u>	Start time: <u>9 pm</u>	End time: <u>11 pm</u>

Is this a recurring event?

Y

If yes; daily, weekly or other?

ANNUAL

Is this a Annual Event?

Y

If yes; Same date and Place?

SAME GENERAL DATE/PLACE

TYPE OF ACTIVITY check all that apply:

- ☐ Film Production
☐ Outdoors Sales
☒ Vendor Booth
☐ Training

- ☐ Sporting
☐ Cycling
☐ Fun Run
☐ 5K
☐ 10K
☐ 1/2 Marathon

- ☐ Parade
☒ Dance
☒ Festival
☒ Block Party
☒ Other: OUTDOOR/INDOOR

PARTICIPANTS

Number of participants expected:

Number of volunteers/event staff:

☒ Open to the Public☐ Private Group/PartyIf event is open to the public, is it: ☐ Entrance Fee/Ticketed Event?☐ Fee for Participants/Racers/Runners OnlyNO

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

Page 2 of 4

VENDORS/FOOD/ALCOHOL *check all that apply*

<input type="checkbox"/> Vendors/merchants Quantity:	<input checked="" type="checkbox"/> Vendors <i>giving</i> away products/services	<input checked="" type="checkbox"/> Vendors <i>selling</i> products/food
<input type="checkbox"/> Food	<input checked="" type="checkbox"/> given away	<input checked="" type="checkbox"/> catered by restaurants/vendors
<input type="checkbox"/> Alcoholic Beverages	<input type="checkbox"/> beer stands	<input type="checkbox"/> fenced in beer garden
	<input type="checkbox"/> liquor sales	

SW Utah Health Dept., (435) 986-2580
Utah DABC, (801) 977-6800
Bus. Licensing, (435) 627-4740

TENTS/STAGES/STRUCTURES *(include details on site map)*

<input checked="" type="checkbox"/> Tents/Pop-up Canopies	Amount: 2	SG Fire Dept. (435) 627- 4150
<input checked="" type="checkbox"/> Temporary Stage	Dimensions: 10x10	
Description of Tents/Canopies/Stage, etc.:		

TYPICAL WORK W/ MANY SANDERS TO USE CITY REG STATE / TENT

SITE SETUP/SOUND *check all that apply (please include details on site map)*

<input type="checkbox"/> Fencing/Scaffolding	<input checked="" type="checkbox"/> Barricades	<i>CITY BLOCK MAIN - SIGNS - BETWEEN TAPS / BAND</i>	<i>(must obtain privately)</i>
<input type="checkbox"/> Portable Sanitary Units	<input checked="" type="checkbox"/> Music <i>if yes, check all that apply</i>	<input checked="" type="checkbox"/> Acoustic	<input checked="" type="checkbox"/> Amplified
<input type="checkbox"/> PA/Audio system	Type/Description:	<i>GALLERIES WILL HAVE THEIR OWN OUTDOORS / ALSO OUTDOOR COLDERS</i>	
<input checked="" type="checkbox"/> Fireworks / Fire Performances / Open Flame	<i>FIRE TWIRLER</i>	SG Fire Dept. (435) 627- 4150	
<input type="checkbox"/> Propane/Gas on site		SG Fire Dept. (435) 627- 4150	
<input type="checkbox"/> Trash/Recycle bin coordination on site		WCSW, (435) 673-2813	

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) *You may begin to coordinate in advance with these contacts*

<input checked="" type="checkbox"/> Road Use	Location:	SG City Public Works Dept., (435) 627-4050
<input checked="" type="checkbox"/> Sidewalk Use	Location:	<input type="checkbox"/> Will stay on sidewalks and follow pedestrian laws
<input type="checkbox"/> Parade	# of Floats:	

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

<input type="checkbox"/> Private Security/Officers	Company name:	# of Personnel:
<input type="checkbox"/> Animals	Quantity:	What kind:
<input checked="" type="checkbox"/> Drawing or Raffle		SG City Legal Dept. Diana Hamblin, (435) 627-4606
<input type="checkbox"/> Motion Pictures/Videos	<input type="checkbox"/> Other:	

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

MELYNDA THORPE

Applicant's Signature

Date

☐ Please do NOT include my event on the City Event Calendar Website

FOR NICKY PAGE OUT OF TOWN UNTIL 11/11/14

We are excited to announce the 2014 Gingerbread Tour in partnership with December's Art on Main Event!

What it is: An opportunity to display a Gingerbread House for the public to view and vote on. This community event will bring people into your business for viewing and voting during the dates of December 6th through December 12th. As a business, you will get to welcome people into your business and share with them your Downtown hospitality.

What you need to do to participate:

- Make or commission a Gingerbread House
- Display it in your business from December 6th through December 12th
- Display the window sign indicating that you're a participant in the tour. (This poster/sign will be provided to you)
- Welcome the public into your business to view and vote on their favorite Gingerbread House between December 6th through December 12th
- Hand out ballots for voting. (These ballots will be provided to you)
- Collect completed ballots in a non-see-through container
- Host the community on December 12th from 6-9 pm for the Big Finale with any refreshment or treat of your choosing and offer to take their completed ballots to be turned in.

Saturday, December 6th

- Touring and Voting starts

Friday, December 12th, 6-9 pm --The Big Finale Gingerbread Tour Event and December's Art on Main Event

Main Street will be blocked off from St. George Blvd to the roundabout at Tabernacle.

- Santa Claus Photo Booth with elves and treat bags
- Participating businesses offer treats or drinks*
- Carolers
- Live music in art galleries
- Findley Music Van with Holiday Music
- Announcement of the Gingerbread House Winner at 7:30 pm
- Drawing for Sponsored Gift Baskets (winners required to be present to encourage people to be in attendance on the 12th at 7:30 pm)
- 9 pm Art on Main Drawing

***We welcome participating business to offer treats or drinks to the community as they visit! It can be simple. Here are a few ideas: cider, hot coco, cookies, wassail, candy canes, popcorn. Duplicates are fine. The more the merrier!**

DRAFTAgenda Item Number : **6B**

Request For Council Action

Date Submitted 2014-11-12 14:29:23**Applicant** Adam Stuart**Quick Title** The Gobbler**Subject** Consideration of a request to close a portion of Convention Center Drive.**Discussion** The Gobbler event will be held at the Crosby Confluence Park on Saturday, November 27 from 8 am to 10 am. This 2nd annual Gobbler race will be held on Thanksgiving morning with a 10k, 5k and 1k kids run. This event is designed to be a family, tradition building event with something for everyone, to showcase our community and to support a healthy start to a food filled day.**Cost** \$0.00**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** [The Gobbler .pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [The Gobbler .pdf](#)

FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:

Business Use Only



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

EVENT NAME: THE GOBBLERApplicant's Name: Adam Stuart & Collins StuartOrganization: Bull Head Bros LLCMailing Address: 3540 Manzanita RdCity, State, Zip: St. George, UT 84770Day Phone: —Cell/other: 602-487-0267E-mail: bullheadbros@gmail.comEvent Web Address (if applicable): bullheadbros@gmail.comAlternate contact name: Collins StuartDay Phone: —Cell/other: 435-467-9601E-mail: same

EVENT DETAILS (Complete additional event details on page 3 of this form)

LOCATION Confluence Trail and parkLocation Details/Address: 1850 Convention Center Dr.

Event	Date(s): <u>Nov. 27, 2014</u>	Start time: <u>8 am</u>	End time: <u>10 am</u>
Set-up	Date(s): <u>Nov. 26, 2014</u>	Start time: <u>7pm</u>	End time: <u>9pm</u>
Clean-up	Date(s): <u>Nov. 27, 2014</u>	Start time: <u>10am</u>	End time: <u>NOON</u>

Is this a recurring event? —If yes; daily, weekly or other? —Is this a Annual Event? YESIf yes; Same date and Place? YES

TYPE OF ACTIVITY check all that apply:

- | | | | |
|--|--|----------------------------------|---|
| <input type="checkbox"/> Sporting | <input checked="" type="checkbox"/> 5K | <input type="checkbox"/> Parade | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Film Production | <input type="checkbox"/> Vendor Booth | <input type="checkbox"/> Cycling | <input checked="" type="checkbox"/> 10K |
| <input type="checkbox"/> Outdoors Sales | <input type="checkbox"/> Training | <input type="checkbox"/> Fun Run | <input type="checkbox"/> 1/2 Marathon |
| | | <input type="checkbox"/> Other: | |

PARTICIPANTS

Number of participants expected: 1,800Number of volunteers/event staff: 25+☒ Open to the Public☐ Private Group/PartyIf event is open to the public, is it: ☐ Entrance Fee/Ticketed Event?☒ Fee for Participants/
Racers/Runners Only

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

Page 2 of 5

VENDORS/FOOD/ALCOHOL *check all that apply*

<input checked="" type="checkbox"/> Vendors/merchants	Quantity: <u>2</u>	<input type="checkbox"/> Vendors <i>selling</i> products/food
<input checked="" type="checkbox"/> Food	<input checked="" type="checkbox"/> given away	<input type="checkbox"/> catered by restaurants/vendors
<input type="checkbox"/> Alcoholic Beverages	<input type="checkbox"/> beer stands	<input type="checkbox"/> fenced in beer garden
	<input type="checkbox"/> liquor sales	

SW Utah Health Dept., (435) 986-2580
Utah DABC, (801) 977-6800
Bus. Licensing, (435) 627-4740

TENTS/STAGES/STRUCTURES *(include details on site map)*

<input checked="" type="checkbox"/> Tents/Pop-up Canopies	Amount: <u>2 - 3</u>	SG Fire Dept. (435) 627- 4150
	Dimensions: <u>10 x 10</u>	
<input type="checkbox"/> Temporary Stage	Dimensions:	

Description of Tents/Canopies/Stage, etc.:

SITE SETUP/SOUND *check all that apply (please include details on site map)*

<input type="checkbox"/> Fencing/Scaffolding		
<input checked="" type="checkbox"/> Barricades		(must obtain privately)
<input checked="" type="checkbox"/> Portable Sanitary Units		(must obtain privately)
<input checked="" type="checkbox"/> Music <i>if yes, check all that apply</i>	<input type="checkbox"/> Acoustic	<input checked="" type="checkbox"/> Amplified
<input checked="" type="checkbox"/> PA/Audio system	Type/Description: <u>Announcer</u>	
<input type="checkbox"/> Fireworks / Fire Performances / Open Flame		SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Propane/Gas on site		SG Fire Dept. (435) 627- 4150
<input checked="" type="checkbox"/> Trash/Recycle bin coordination on site		WCSW, (435) 673-2813

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) *You may begin to coordinate in advance with these contacts*

<input type="checkbox"/> Road Use	Location:	SG City Public Works Dept.,
	(please include details on site map)	(435) 627-4050
<input type="checkbox"/> Sidewalk Use	Location:	<input type="checkbox"/> Will stay on sidewalks and
	(please include details on site map)	follow pedestrian laws
<input type="checkbox"/> Parade	# of Floats:	

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

<input type="checkbox"/> Private Security/Officers	Company name:	# of Personnel:
<input type="checkbox"/> Animals	Quantity:	What kind:
<input type="checkbox"/> Drawing or Raffle		SG City Legal Dept. Diana Hamblin, (435) 627-4606
<input type="checkbox"/> Motion Pictures/Videos	<input type="checkbox"/> Other:	

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Adam Stuart
Print Applicant's Name

[Signature]
Applicant's Signature

8-20-14
Date

☐ Please do NOT include my event on the City Event Calendar Website

Revised



2014 THANKSGIVING MORNING 10K, 5K AND 1K KIDS RUN

Brother's Adam and Collins Stuart, owners of Bull Head Bros LLC, an event production company, introduced to St. George in 2013 the First Annual Gobbler Race. The Gobbler is designed to be a family, tradition building event with something for everyone, to showcase our community and to support a healthy start to a food filled day.

The Confluence Park/Trail is the event location and the trail is used as our race course. This event will begin at 8am and end at 10am. Set up will take place on event morning and the event will be broken down and cleaned up by noon. We will have a first aid tent with lost and found and a security guard. We will bring in 15 portable toilets. Portable toilets will be located both near the existing park bathrooms and on the north curb of the Confluence parking lot. Parking will be restricted to Dixie Center parking lots, closing off the confluence parking lot.

Relating to the course. To allow the masses to thin out before directing onto the trail, we would run the participants from the starting line located at the round-a-bout northbound on the east side of the median separating the west parking lot from the Dixie Center. At the crosswalk the route would U-turn onto the west side of the median heading south and then directed onto the trails. Last year we had 865 runners. Our increased participation this year will require we thin the group before they enter the trail head, so as a precaution, we will stagger start the 5K race by creating a minimum of (2)two heats, starting roughly 1-2 minutes apart.

We will not have any vendors retailing or offering any goods. There are some games on the grass for the kids, like a bag toss and pin the gobbler on the turkey, etc. Last year we did not have any injuries or incidents. This year we are expecting more than double the attendance, possibly as many as 2,000 attendees/participants. We are working with The Dove House as our charitable cause to raise funds and interest in this great cause.

Road closures will reflect the traffic control plan provided by Utah Barricade. Detour signs will be clearly showing how to access any and all parking lots and business as it relates to the main entry points to the Dixie Convention Center. See Traffic Control Diagram. All road closures and limitations will be set up around 6:30 a.m. and taken down by 9:30 a.m. on Thanksgiving morning.



THE GOBBLER

HOBBLE NOW, GOBBLE LATER!

Location: Confluence Trailhead
by Dixie Center

Time: 8am

Register Online at:
StGeorgeGobbler.com

DRAFTAgenda Item Number : **6C**

Request For Council Action

Date Submitted 2014-11-12 14:29:18**Applicant** Howard Joseph Bode**Quick Title** Approval for off premise beer license**Subject** Applicant requests approval for off Premise Beer License for ARS 647 located at 1925 W Sunset Blvd. (Albertsons shopping center, previously USA Gas) Applicant has met all requirements.**Discussion****Cost** \$0.00**City Manager Recommendation** Change of ownership. Not a new license. Meets all requirements.**Action Taken****Requested by** Shiloh Kirkland**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

BEER LICENSE APPLICATION

CITY OF ST GEORGE
BUSINESS LICENSE OFFICE
175 EAST 200 NORTH, ST GEORGE, UT 84770
435-627-4740

(This application must be accompanied by an Applicant's Questionnaire and satisfactory fingerprint cards)

Applicant must be the owner/operator. If the owner is a corporation, the applicant shall be the corporation's agent; if the owner is a partnership; the applicant shall be a general partner of the partnership.

Please print or type

1. Applicant's Name HOWARD JOSEPH BODE
 First Middle Last

Corporation or partnership name, if applicant is an agent. ARS-FRESNO, LLC, a

Delaware limited liability company

2. Name under which business will be operated (If different from name of applicant, corporation or partnership) ARS 647
 ~~First~~ ~~Middle~~ ~~Last~~

3. Location of Business 1925 West Sunset Blvd., St. George, UT 84770

4. Mailing address(If different from location of business)

2204 South El Camino Real, #314, Oceanside, CA 92054

Address City State Zip

5. If party who will manage the business is different from the applicant; please provide the name and address of the managing party.

DEXTER ARNOLD COLLARD
First Middle Last

1450 North Dixie Downs Rd., #8, St. George, Utah 84770

Address City State Zip

6. If a corporation, list below or attach on a separate sheet, the names and addresses of the corporation's principal officers and any stockholders who own 10 % or more of the corporation. If a partnership, list the names and addresses of the other general

See Attached

Applicant Signature Howard Joseph Bode Date 10/3/14
HOWARD JOSEPH BODE

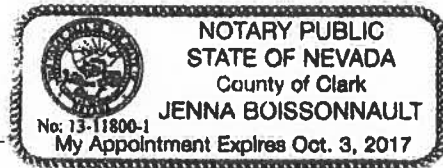
STATE OF ^{Nevada} ~~UTAH~~)
) ss.
County of ~~Washington~~)
 Clark

I, HOWARD JOSEPH BODE being first duly sworn, depose and say the foregoing questionnaire is in all respects true and correct, to the best of my knowledge and belief and that I am the above named applicant. I understand that any false information constitutes perjury.

SUBSCRIBED AND SWORN TO before me this
31 day of October 2014

Jenna Boissonnauld
Notary Public

My Commission Expires 10/03/2017



If applicant is an agent for the corporation or partnership, an officer using the authority to do so, or the other general partners, will indicate the desire of the corporation or partnership to have the above -named applicant hold the beer license in his (her) name as the agent for the benefit of the corporation by affixing his (her) signature here, and he (she) further certifies that by signing this application he (she) is duly appointed, authorized and acting agent of the corporation or general partner of the partnership.



Howard Joseph Bode Manager 10/3/14
Name HOWARD JOSEPH BODE Title Date



Directions to Red Rock Canyon School
747 E St George Blvd, St George, UT 84770
3.9 mi – about 7 mins



1925 W Sunset Blvd, St George, UT 84770

-
- | | |
|--|--------------|
| 1. Head east on W Sunset Blvd toward N Dixie Dr | go 1.3 mi |
| About 2 mins | total 1.3 mi |
|  2. Keep right to continue on N Bluff St | go 1.1 mi |
| About 2 mins | total 2.4 mi |
|  3. Turn left onto W St George Blvd | go 1.5 mi |
| Destination will be on the left | total 3.9 mi |
| About 3 mins | |



Red Rock Canyon School
747 E St George Blvd, St George, UT 84770

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

10/29/2014

Google Maps

1925 W Sunset Blvd, St George, UT 84770

Red Rock Canyon School, 747 E St George Blvd, :

via W Sunset Blvd, N Bluff St and W St George Blvd 7 min

7 min without traffic · Show traffic 20,592 ft. 3.9 miles

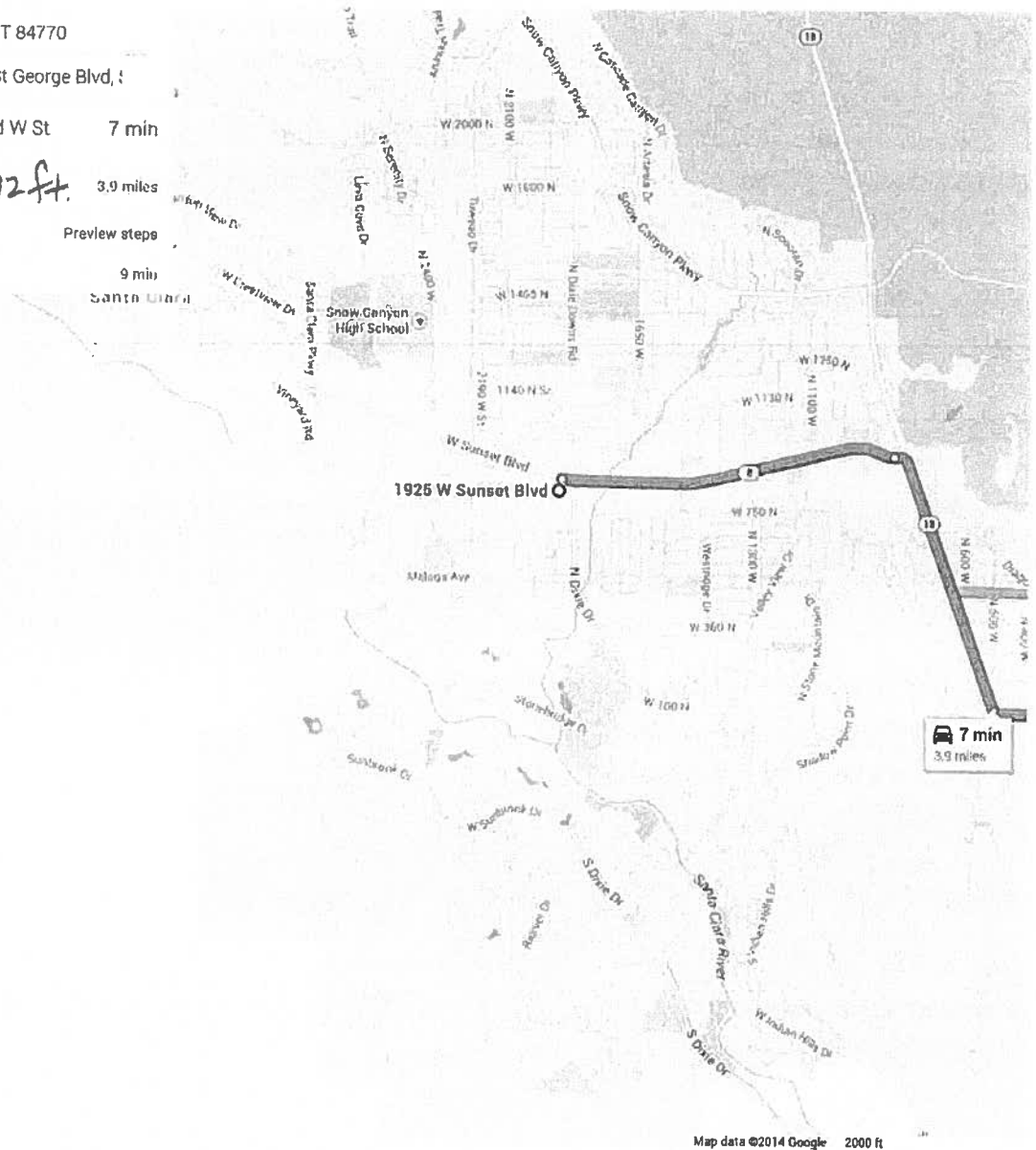
List all steps

via W Sunset Blvd

Preview steps

9 min

Santa Clara





Directions to Santa Clara Library
1099 Lava Flow Dr, St George, UT 84770
0.7 mi – about 1 min



1925 W Sunset Blvd, St George, UT 84770

-
1. Head **west** on **W Sunset Blvd** toward **N Daybreak Dr**
About 1 min

go 0.7 mi
total 0.7 mi



Santa Clara Library
1099 Lava Flow Dr, St George, UT 84770

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

10/29/2014

1925 W Sunset Blvd, St George, UT 84770

Santa Clara Library, 1099 Lava Flow Dr, St George

via W Sunset Blvd

1 min without traffic · Show traffic

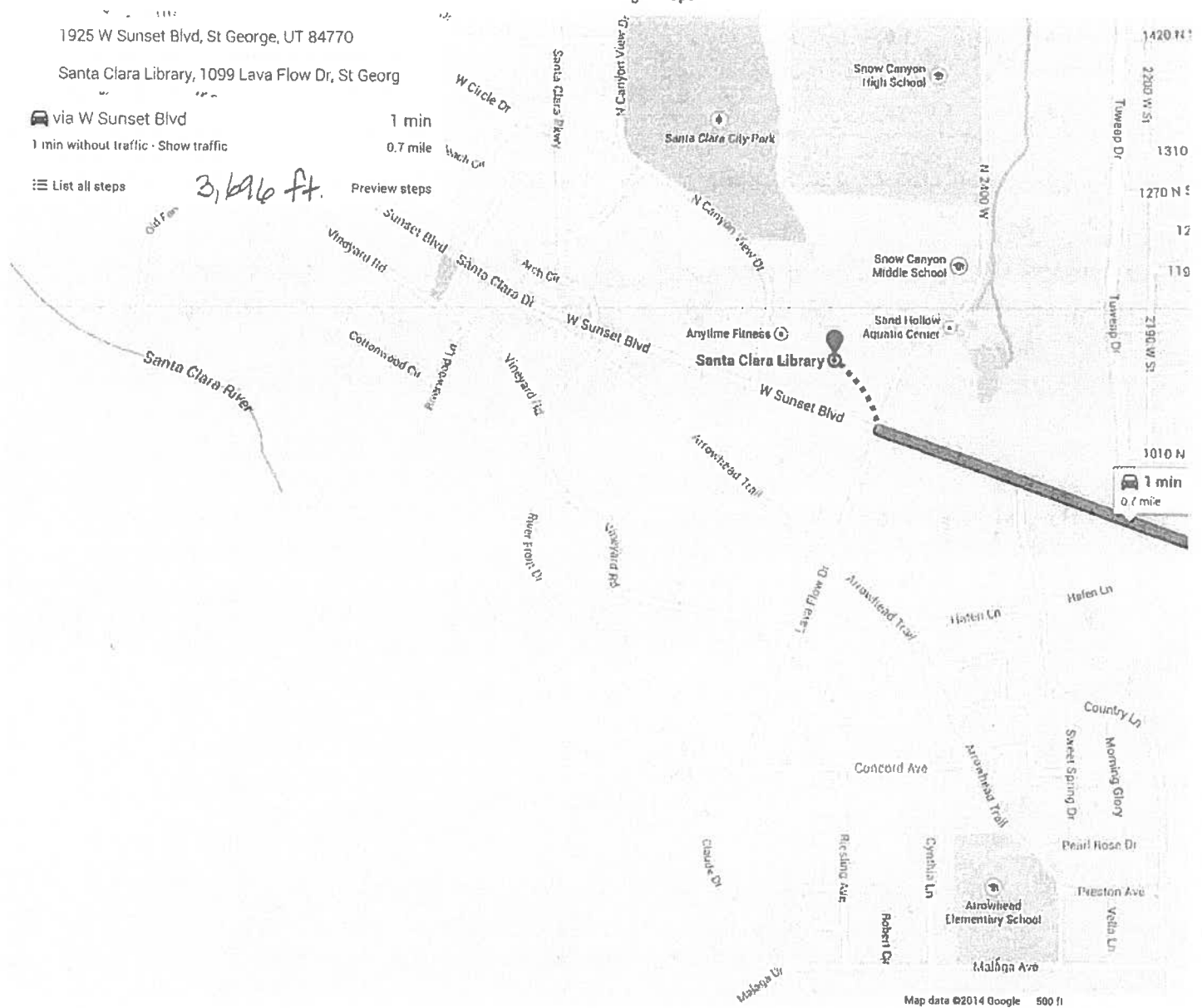
List all steps

1 min

0.7 mile

Preview steps

3,196 ft.





Directions to Royal Oaks Park
St George, UT 84770
1.2 mi – about 3 mins



1925 W Sunset Blvd, St George, UT 84770

-
1. Head **east** on **W Sunset Blvd** toward **N Dixie Dr**
About 1 min

go 0.6 mi
total 0.6 mi



2. Take the 3rd left onto **1400 W St**
Destination will be on the right
About 2 mins

go 0.6 mi
total 1.2 mi



Royal Oaks Park
St George, UT 84770

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

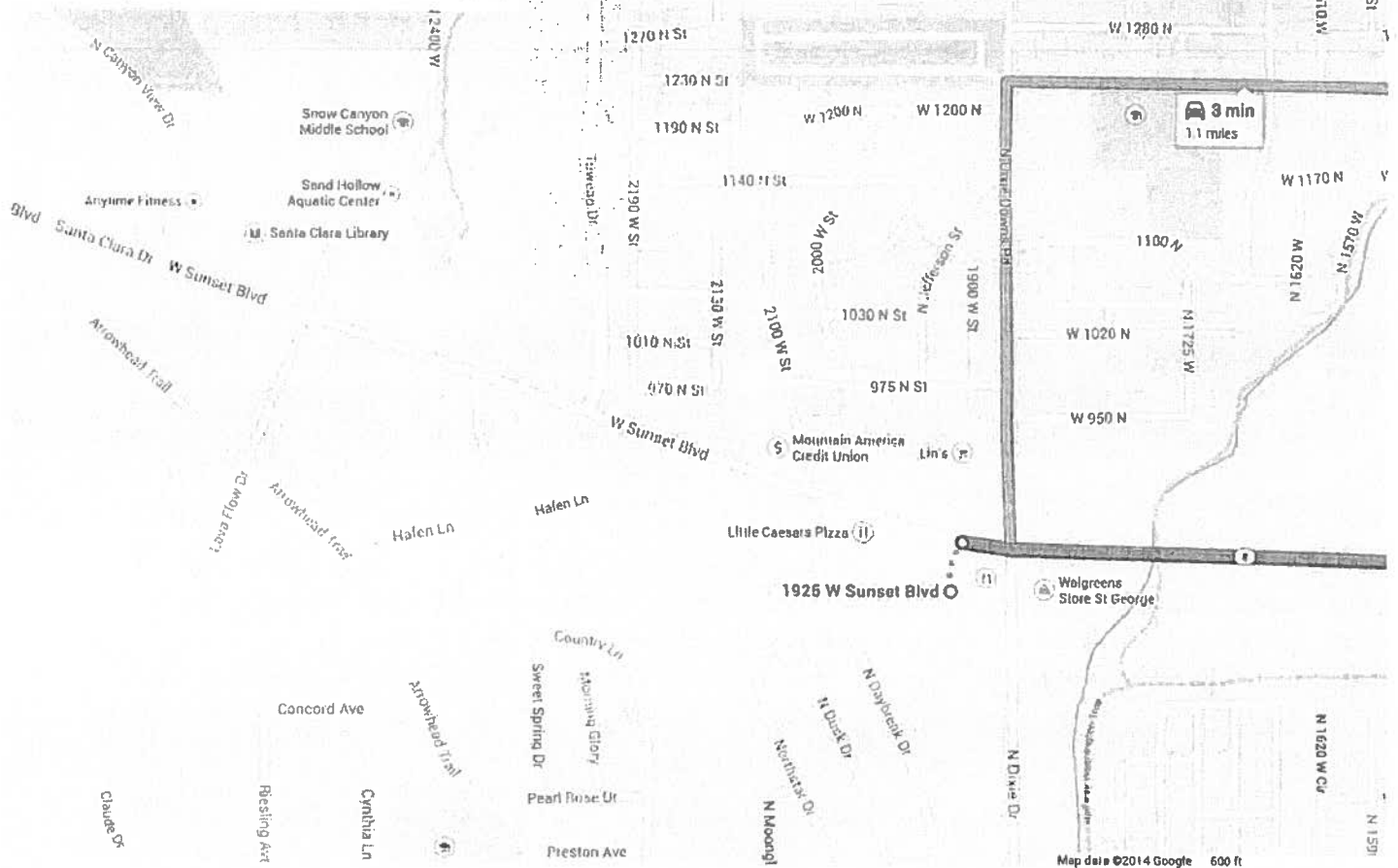
Google Maps

Royal Oaks Park, St George, UT 84770

4336 ft.

Preview steps

via W Sunset Blvd 3 min





Directions to Skin Institute School-Esthetic
552 N Dixie Dr, St George, UT 84770
0.4 mi – about 45 secs



1925 W Sunset Blvd, St George, UT 84770

1. Head **east** on **W Sunset Blvd** toward **N Dixie Dr**

go 246 ft
total 246 ft



2. Take the 1st right onto **N Dixie Dr**
Destination will be on the left

go 0.4 mi
total 0.4 mi



Skin Institute School-Esthetic
552 N Dixie Dr, St George, UT 84770

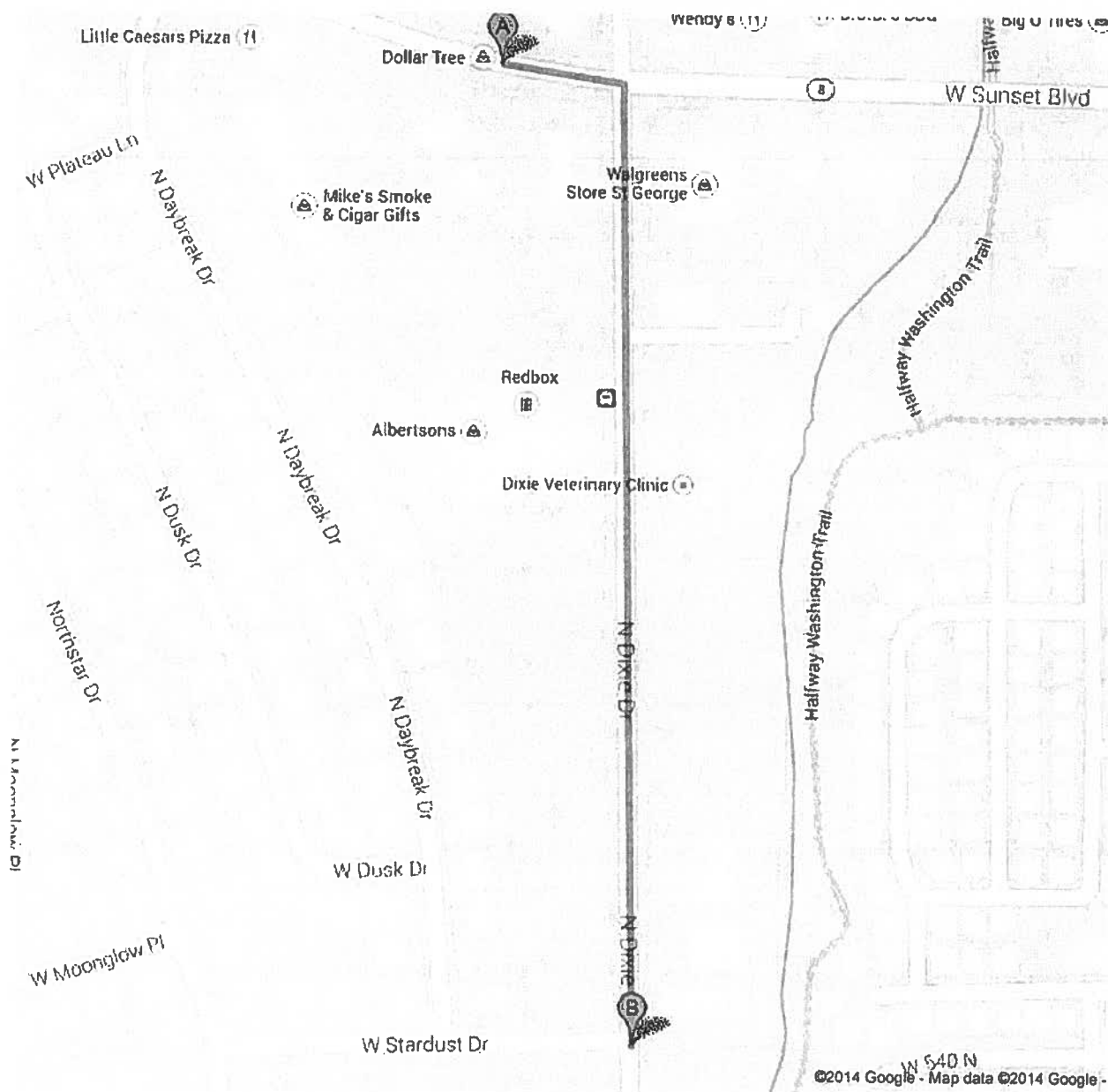
These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

Google

Directions to Skin Institute School-Esthetic
552 N Dixie Dr, St George, UT 84770
0.4 mi – about 45 secs





**Directions to The Church of Jesus Christ of
Latter-day Saints**

1184 N Dixie Downs Rd, St George, UT 84770
0.5 mi – about 1 min



1925 W Sunset Blvd, St George, UT 84770

1. Head **east** on **W Sunset Blvd** toward **N Dixie Dr**

go 246 ft
total 246 ft



2. Turn left onto **N Dixie Downs Rd**
Destination will be on the right
About 1 min

go 0.4 mi
total 0.5 mi



The Church of Jesus Christ of Latter-day Saints
1184 N Dixie Downs Rd, St George, UT 84770

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

10/29/2014

Google Maps

1925 W Sunset Blvd, St George, UT 84770

The Church of Jesus Christ of Latter-day Saints,

via N Dixie Downs Rd

1 min

1 min without traffic · Show traffic

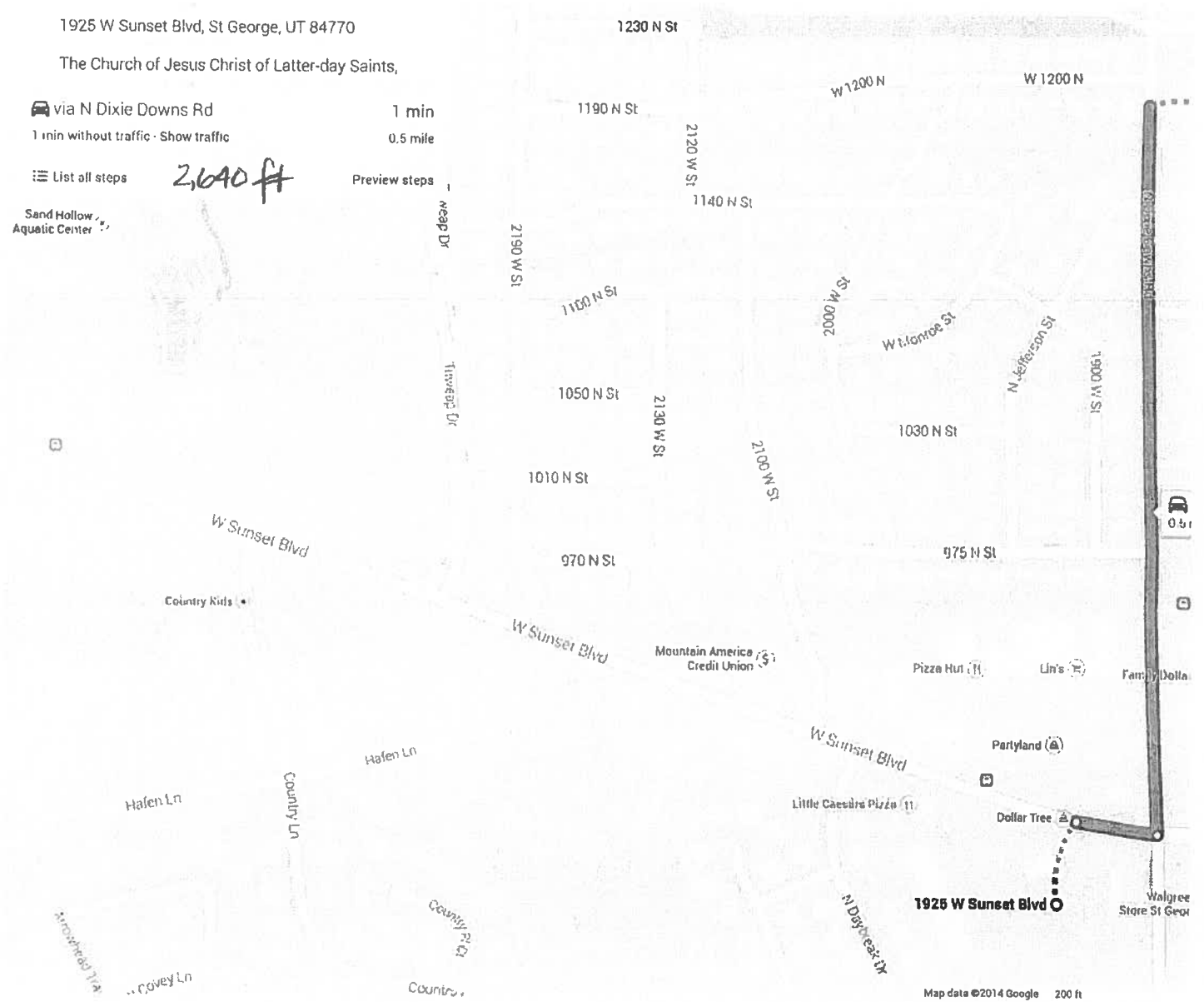
0.5 mile

List all steps

2,640 ft

Preview steps

Sand Hollow
Aquatic Center



License Number: _____

CITY OF ST. GEORGE

175 East 200 North • St. George, UT 84770 (435) 627-4740

APPLICATION FOR BUSINESS LICENSE

Office use only _____

Please check applicable box

- ☒ New
☐ Renewal (Must still complete form)
☐ Address change (Requires zoning approval)

Please Print

Name of Business: ARS #1247

Address at Which Business

Will be Conducted 1925 West Sunset Blvd., St. George, UT 84770

Mailing Address (If Different) 2204 S. El Camino Real #314
Oceanside, CA 92054

Name of Applicant ARS-FRESNO, LLC

SSN# _____

Residence Address of Applicant 2204 South El Camino Real Suite #314, Oceanside, CA 92054

Please attach a copy of the applicable documents filed with the State or Utah Division of Corporations and Commercial Code

Business Is: ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☒ Limited Liability Company

List all owners other than applicant. If a corporation, partnership, or limited liability company, list other officers, general partners or members.
CK Design, LP (49% Member); Bruno, LP (49% Member); Howard J. Bode (1% Member/Manager);

Ronald H. Myhro (1% Member/Manager)

Email Address Sbertolino@amresllc.com

Date of Commencing Business in St. George 11/20/2014

Sales Tax Number _____

Type of business to be conducted

CONVENIENCE STORE

The gasoline/fueling portion of the licensed premises will be retained by Tesoro Refining and Marketing Company, LLC.

Required to be Licensed by State, Check Here ☐

ALSO ATTACH A COPY OF STATE LICENSE.

Average Number of Employees 6

Days & Hours of Operation 9am - 11pm

HOME OCCUPATION ORDINANCE: (Sign only if you are conducting a business out of your home. Request a copy of the Home Occupation Ordinance.)
I will comply with the provisions of the City's Ordinance for Home Occupation.

Signature _____

Date _____

BUSINESS LICENSE FEE PAYABLE:

General Business License Fee (\$50.00)

1/2 FEES AFTER JULY 1ST

\$ 25.00

Number of Full Time Employees 5 at \$10.00 each

\$ 25.00

Number of Part Time Employees 1 at \$2.50 each

\$ 2.50

(Who Will Work Less Than 450 Hours Per Year)

\$25.00 Late Charge on renewals after February 20

\$ _____

Amount of Bond (If Required)

\$ _____

Total Fees Due (\$350.00 Maximum Before Late Fee)

\$ 52.50

Application completed by (please print):

Sarah Bertolino

Title Jr. Accountant

By submitting a signed application, the applicant certifies that the business does not and will not during the licensing period knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. By signing, the applicant acknowledges that the applicant has read, understands, and agrees to comply with the requirements of federal and state law regarding eligibility of workers.

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of my license. I also understand that the City License Officer may require additional information as permitted by the ordinance, and also agree to supply the same as part of this application. I understand this license will expire December 31 and it is my responsibility to renew this license annually without further notification from the City of St. George.

Authorized Applicant Signature

[Signature]

Title Managing member

Date 11/4/14

* Application must be signed by: a) a corporate officer if the business is a corporation (i.e. a president, corporate secretary-treasurer, or vice president of the corporation, or the manager of one or more manufacturing, production or operation facilities, with authority to sign documents); b) a general partner, member or proprietor if the business is a partnership, limited liability company or proprietorship respectively; or, c) a duly authorized representative (written authorization and written change of authorization must be attached) of the corporation, general partnership, limited liability company or proprietorship.

RETAIN GOLDEN ROD COPY FOR YOUR RECORDS

APPLICANT'S QUESTIONNAIRE FOR BEER LICENSE

CITY OF ST GEORGE
BUSINESS LICENSE OFFICE
175 EAST 200 NORTH, ST GEORGE, UT 84770
435-627-4740

NOTE: All questions must be answered completely or the application will not be considered. Two classifiable fingerprint cards are required of all applicants, to be taken by a bona fide law enforcement agency.

Please print or type

1. Full Name of Applicant HOWARD JOSEPH BODE
First Middle Last
2. Applicant Social Security No. [REDACTED]
3. Business Name ARS 647
4. Location of Business 1925 West Sunset Blvd., St. George, UT 84770
5. Business Phone Number 210-626-6224
6. Home Phone Number N/A Cell Number 760-518-8568
7. Are you a citizen of the United States or registered alien? Yes - See attached driver license
Please provide proof
8. Full Name of Spouse:
Kathy Anne Bode Knutsen
First Middle Last Maiden
9. Have you at any time been convicted of a felony in any court in the U.S.? No
If so, please give particulars –state, city, dates, etc. _____
10. Have you been convicted or pled guilty at any time to a law violation involving beer or alcoholic beverages? No If so, please provide particulars – state, city, dates, etc. _____
11. Give particulars of your employment or business you engaged in during the past five years. Please provide starting dates, position or business; employer's name and address of business. If unemployed part of the time, so state, giving place of residence. (Please submit additional sheet if necessary)
ARS-Fresno: Manager for 14 years

12. Who owns the real estate where this business is located?
Tesoro Refining and Marketing, Co.
13. If premises are leased, state whether leased from owner or subleased from prior lessee. N/A
14. Do you own the fixtures at this location? No If not, please provide the name and address of the owner Tesoro Refining and Marketing Company, LLC
15. If you own the fixtures at this location, state the investment which you have in fixtures and equipment \$ N/A
16. How close is the nearest **Church** to the proposed business location? 2,640 feet
In Feet
Nearest **School**? 2,112 feet Nearest **Park**? 6,336 feet
In Feet In Feet
Nearest **Public Library** 3,696 feet
In Feet
Nearest **Residential Treatment Facility** 20,592 feet
In Feet
17. Will you serve food? No If so, please provide a sample menu.
18. Has a license covering any place in which you had a financial interest ever been revoked or suspended? No If so, please provide particulars, dates, name of individual to whom the license was issued. _____
19. If you will be employed or otherwise occupied other than this business, state how much time you will spend at the other occupation or employment. N/A
20. How much time do you spend in the business represented in this application?
1 day per month
21. Please provide the name(s) of the person(s) to be in charge of this business during any time that you may be away from the premises.
First DEXTER Middle ARNOLD Last COLLARD
Home address 1450 N Dixie Downs Rd., City St. George, State Utah Zip 84770
#8
22. Are you familiar with the City of St George ordinance regulating the sale of beer and alcoholic beverages? Yes

23. Have you ever held a beer or liquor license in Utah? Yes If so, please provide dates and the address of the establishment. See attached

24. Have you ever held a beer or liquor license in other states? Yes If so, please provide the state, date and address of the establishment. See attached

25. Have you ever been employed in an establishment in Utah which sells beer? Yes Please provide the date and address of establishment See attached

General remarks: Please provide information which you believe will help the City Council to make a decision upon your application.

[Signature]
Authorized Applicant Signature

10/31/14
Date

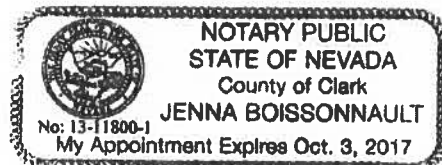
STATE OF UTAH)
) ss.
County of ~~Washington~~

I, HOWARD JOSEPH BODE being first duly sworn, depose and say the foregoing questionnaire is in all respects true and correct, to the best of my knowledge and belief and that I am the above named applicant. I understand that any false information constitutes perjury.

SUBSCRIBED AND SWORN TO before me this
31 day of October 20 14

[Signature]
Notary Public

My Commission Expires 10/03/2017



SITE #	OPERATOR	Address	Liquor License #
102	ARS-Fresno	511 South Dearborn Street, Seattle, WA, 98134-1318	071767-2K
103	ARS-Fresno	1013 NE 45th Street, Seattle, WA, 98105-4613	077369
104	ARS-Fresno	2501 NE 75th Street, Seattle, WA, 98115-4675	078330
105	ARS-Fresno	700 12th Avenue, Seattle, WA, 98122-4408	082681-2W
106	ARS-Fresno	812 NE 65th Street, Seattle, WA, 98115-5540	070140-2B
110	ARS-Fresno	630 Elliott Avenue West, Seattle, WA, 98119-3912	368035-2W
111	ARS-Fresno	852 Rainier Avenue South, Seattle, WA, 98144-2838	071815-2K
401	ARS-Fresno	220 Lincoln Street, Hoquiam, WA, 98550	364990
402	ARS-Fresno	8300 Martin Way East, Lacey, WA, 98506	363100
403	ARS-Fresno	12400 312th Street, Auburn, WA, 98092	366995-2P
404	ARS-Fresno	8815 South 180th Street, Kent, WA, 98032	076219
405	ARS-Fresno	2631 South 38th Street, Tacoma, WA, 98409	071029
406	ARS-Fresno	8306 Tacoma Mall Blvd, Lakewood, WA, 98499	076541
407	ARS-Fresno	102 Valley Avenue E., Puyallup, WA, 98372	077494
408	ARS-Fresno	171 North Forks Avenue, Forks, WA, 98331	362117
409	ARS-Fresno	2410 Commercial Avenue, Anacortes, WA 98221	367193
411	ARS-Fresno	115 West Fir Street, Mount Vernon, WA, 98273	071816
413	ARS-Fresno	153 Easy Street, Wenatchee, WA, 98801	366016
414	ARS-Fresno	P.O. Box 189, 1800 6th Street, Umatilla, OR, 97882	207662
415	ARS-Fresno	4804 Road 68, Pasco, WA, 99301	083805
416	ARS-Fresno	4212 West 27th Avenue, Kennewick, WA, 99337	078092
417	ARS-Fresno	22 South Gum Street, Kennewick, WA, 99336	080118
501	ARS-Fresno	1155 Washington Way, Longview, WA, 98632	080165-1K
502	ARS-Fresno	951 Highway 101 Florence, OR, 97439	206501
503	ARS-Fresno	PO Box 1550, 22 North Coast Highway, Newport, OR, 97365	206515
504	ARS-Fresno	1410 SE Highway 101, Lincoln City, OR, 97367	206497
505	ARS-Fresno	4031 NW Highway 101 Lincoln City, OR, 97367	206516
506	ARS-Fresno	1895 Shaff Road, Stayton, OR, 97383	200190
507	ARS-Fresno	595 Main Street E, Monmouth, OR, 97361	200191

508	ARS-Fresno	33125 Highway 34 SE, Albany, OR, 97322	206517
10	MYOBZ	11235 Fortuna Road, Yuma, AZ, 85367	10143089 LIQ-002723-02-2014
12	MYOBZ	138 E. 16th Street, Yuma, AZ, 85364	
510	ARS-Fresno	1347 N. Baker Street, McMinnville, OR 97128	
511	ARS-Fresno	1920 Lafayette Avenue, McMinnville, OR 97128	200193
512	ARS-Fresno	1500 Portland Road, Newberg, OR 97132	200194
516	ARS-Fresno	490 South Pacific Hwy Woodburn, OR 97071	200195
520	ARS-Fresno	33685 East Highway 99 Tangent OR 97389	181770
521	ARS-Fresno	2835 NE Highway 99W McMinnville OR 97128	200192
			197299
303	Ars-Fresno	585 Wallace Road NW Salem, OR, 97304	200189
324	Ars-Fresno	25547 Highway 126 Veneta, OR 97487	206500
328	Ars-Fresno	124 NE Morgan Lane Grants Pass, OR 97526	207660
338	Ars-Fresno	1968 Crater Lake Highway Medford, OR	207663
220	MYOBZ	700 Avocado Ave, El Cajon CA	20-523272
221	MYOBZ	1092 E Washington Ave, El Cajon CA	20-523132
222	MYOBZ	7594 University Ave, La Mesa CA	20-523158
224	MYOBZ	833 Turquoise St, San Diego Ca	20-523947
226	MYOBZ	1890 Palm Ave, San Diego	20-524534
227	MYOBZ	6404 Mission Gorge Road, San Diego CA	21-523174
232	MYOBZ	4202 Clairemont Mesa Blvd, San Diego CA	21-524521
233	MYOBZ	7974 University Avenue, La Mesa, CA	20-523157
234	MYOBZ	8787 Lake Murray Blvd, San Diego Ca	20-524159
601	ARS-Fresno	8145 West 3500 South, Magna, UT, 84044	52437
602	ARS-Fresno	7210 West 3500 South, Magna, UT 84044	52433
604	ARS-Fresno	4018 West 4100 South, West Valley City, UT, 84120	251108-125402
605	ARS-Fresno	1699 West North Temple, Salt Lake City UT, 84116	LIC2008-01885
606	ARS-Fresno	965 North Beck Street, Salt Lake City, UT 84103	LIC2008-01887

607	ARS-Fresno	680 East 400 South, Salt Lake City, UT 84102
608	ARS-Fresno	176 South 1300 East, Salt Lake City, UT 84102
610	ARS-Fresno	874 East 1300 South, Salt Lake City, UT 84102
611	ARS-Fresno	502 East 2100 South, Salt Lake City, UT, 84106
612	ARS-Fresno	2280 South Highland Drive, Salt Lake City, UT, 84106
613	ARS-Fresno	2112 East 2100 South, Salt Lake City, UT 84109
614	ARS-Fresno	3301 South 2300 East, Salt Lake City, UT, 84109
615	ARS-Fresno	4111 South Redwood Road, Salt Lake City, UT 84123
616	ARS-Fresno	5416 South Redwood Road, Taylorsville UT 84123
617	ARS-Fresno	2322 East 4500 South, Salt Lake City, UT, 84117
619	ARS-Fresno	7761 South 3200 West, West Jordan Ut, 84088
620	ARS-Fresno	897 East 6600 South, Salt Lake City, UT 84107
621	ARS-Fresno	1344 East Fort Union, Salt Lake City, UT 84070
622	ARS-Fresno	8595 South 1300 East, Sandy Ut, 84070
623	ARS-Fresno	151 West 10600 South, Sandy, UT 84070
624	ARS-Fresno	10615 South 700 East, Sandy UT 84070
625	ARS-Fresno	12592 South 1300 West, Riverton UT 84065
630	ARS-Fresno	655 South 500 East, American Fork UT, 84003
631	ARS-Fresno	95 W 10600 South, Sandy UT 84070
632	ARS-Fresno	8612 S. 1300 East, Sandy UT 84070
633	ARS-Fresno	3731 W. Jordan Landing, West Jordan UT,
634	ARS-Fresno	690 West 5300 South, Murray UT,
635	ARS-Fresno	524 West 4500 South, Murray UT,
636	ARS-Fresno	2187 West 4700 South, Taylorsville UT,
637	ARS-Fresno	5400 South 3600 West, Kearns UT,
638	ARS-Fresno	5595 West 3500 South, West Valley, UT
639	ARS-Fresno	4380 West 3500 South, West Valley, UT
640	ARS-Fresno	4841 South Redwood Road, Salt Lake City UT, 84117
641	ARS-Fresno	3587 West 4700 South, Salt lake City UT, 84117
642	ARS-Fresno	1285 West 9000 South, Salt Lake City UT, 84117
643	ARS-Fresno	1724 Antelope Drive, Layton UT,
644	ARS-Fresno	1055 West Rvierdale, Riverdale UT,

LIC2008-01888
 LIC2008-01886
 LIC2008-01890
 LIC2008-01897
 LIC2008-01898
 LIC2008-01889
 52435
 LIC 11-12-9233
 LIC 11-13-12188
 51178
 26397
 B12315
 3937A
 112876
 112875
 112874
 2008296
 5806B
 137918
 137911
 40518
 B15572
 0015571
 LIC 5-14-13891
 LIC 5-14-13895
 9039114A
 9039114
 LIC 5-14-13893
 LIC 5-14-13889
 40520
 8328
 1664

To Whom It May Concern:

It is my understanding that HOWARD JOSEPH BODE, as the Agent for ARS-FRESNO, LLC, is applying to the City of St. George Business License Office, for an off premise beer license for use at the convenience store located at 1925 West Sunset Blvd., St. George, Utah.

I am personally acquainted with Howard and can vouch for his high moral character. In my opinion, Howard is a fit and proper person to be granted said off premise beer license and I urge the City of St. George to look favorably upon the Beer License Application filed herewith.

Sincerely,

JAMES J. MURPHY
4239 Conquest Dr
Oceanside Ca 92056

Date: 10-31-2014

Date: 10/31/2014

Date: 10/31/2014

Date: 10/31/14

Date: 10/31/14

San Sucha
8511 Via Sorbete, Carlsbad CA 92010
Eric Gutierrez
5416 W. Wedgewood Ave.
San Gabriel, CA 91776
Erik Myrro: 1253 North
Vulcan #41
Encinitas, CA 92024

DEREK MASON
14103 Boquita Dr
Del Mar, CA 92014

CONSENT TO ENTER LICENSED PREMISES

The undersigned, HOWARD JOSEPH BODE, as the Agent for ARS-FRESNO, LLC, a Delaware limited liability company, doing business as ARS 647, at 1925 West Sunset Blvd., St. George, Utah 84770 (the "Licensed Premises"), agrees to permit any authorized representative of the City of St. George or any law enforcement officer of the City of St. George an unrestricted right to enter the Licensed Premises for any lawful purpose.

DATED this 6th day of November, 2014.

ARS-FRESNO, LLC
a Delaware limited liability company

By: 
HOWARD JOSEPH BODE, Manager

DRAFTAgenda Item Number : **6D**

Request For Council Action

Date Submitted 2014-11-07 10:55:48**Applicant** Robert Stoker**Quick Title** Agreement with Firehouse Subs Public Safety Foundation**Subject** Consider approval of an MOU to received grant funds from Firehouse Subs Public Safety Foundation, Inc.**Discussion** The fire department applied for a grant through the Firehouse Subs Public Safety Foundatiion for a Polaris Ranger 6x6 UTV equipped with a medical rescue skid unit for extricating patients from areas that are not accessible by normal means or can also be used for events such as the Ironman, the marathon etc.**Cost** \$\$18,179.43**City Manager Recommendation** Great job fire department. This is a grant without a match for equipment that will help us with rescues that cannot be completed as effectively with current equipment. Recommend approval.**Action Taken****Requested by** Robert Stoker**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** This is a 100% grant funding and there is not a match of funding required by the city. this agreement has been reviwed by legal.



Firehouse Subs Public Safety Foundation, Inc.

3400 Kori Road Jacksonville, Florida 32257

MEMO OF UNDERSTANDING

October 30, 2014

Funding Agreement

Firehouse Subs Public Safety Foundation will award a check to the **St. George City Fire Department** for **\$18,179.43** to be used toward the direct purchase of **(1) Polaris Ranger 6X6, equipped with a Deluxe Medical Rescue Skid Unit.**

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will issue a check in the exact amount of **\$18,179.43** as per requested in the grant application and approved by our board of directors to be used for the procurement of **(1) Polaris Ranger 6X6, equipped with a Deluxe Medical Rescue Skid Unit.**

St. George City Fire Department Responsibilities

- Confirm check receipt from Firehouse Subs Public Safety Foundation by email
- Provide Firehouse Subs Public Safety Foundation with copies of paid invoices verifying **St. George City Fire Department** payables to the vendor(s) as per the submitted quote(s) in the application
- Provide Firehouse Subs Public Safety Foundation with all SIGNED packing slips confirming receipt of equipment
- In the event that the funds allocated exceed the total of all purchases, all excess funds will be returned to Firehouse Subs Public Safety Foundation
- If purchases exceed funding, **St. George City Fire Department** is responsible for the additional amount
- **VERY IMPORTANT:** Deadline for submitted documentation is April 31, 2015

Firehouse Subs Public Safety Foundation

Date


St. George City Fire Department Representative

Date

St. George City Fire Department Representative Name (Print)

Date

Approved as to form:


Shawn M. Guzman,
City Attorney

Morgan Valley Polaris

800 East 100 South
Morgan, UT 84050
801-829-6403 888-829-6850

Sales Deal Summary

Deal Number:

Date: 8/12/2014

Delivery Date: 8/8/2014

Finalized Date:

First Payment Due: 9/7/2014

Customer:

Major Units	Stock #	Year	Make	Model	Model Name	VIN
	STGORGE	2015	POLARIS	R14HR76AA	RGR 6X6	

Major Units

Unit Price	\$10,430.00
Freight	\$0.00
Handling	\$0.00
Total Unit	\$10,430.00
Parts and Accessories	\$7,353.43
Installation	\$398.00
Total Parts and Install	\$7,749.43
Tire Tax	\$0.00
(not used)	\$0.00
Total Dealer Defined	\$0.00

Fees & Insurance

Vehicle Tax	\$0.00
Sales Tax	\$0.00
Doc Fees	\$0.00
License Fees	\$0.00
Total Fees	\$0.00
Service Contract	\$0.00
Prop / Liab Insurance	\$0.00
Credit Life	\$0.00
Accident / Health	\$0.00
Total Insurance Taxes	\$0.00
Total Insurance	\$0.00
Processing	\$0.00
Rebate	\$0.00
Total Dealer Defined	\$0.00

Down Payment

Total Previous Payments	\$0.00
Additional Pmt Today	\$0.00
Deferred Payment	\$0.00
Financing	\$0.00
Manuf to Cust Rebate	\$0.00
Total Down Payment	\$0.00
Trade Allowance	\$0.00
Less Trade Payoff	\$0.00
Trade Equity	\$0.00

Financing

Total Price	\$18,179.43	Term	1
Less Down	\$0.00	APR	0.000%
Amount Financed	\$18,179.43	Add-on	0.0%
Finance Charge	\$0.00	Extra	0.0%
Total of Payments	\$18,179.43	Monthly Payment	\$18,179.43

MORGAN VALLEY POLARIS
Motorcycle Parts and Accessories

1

DEAL #

Year	Make	Model	VIN #	STOCK #
2014	POLARIS	R14HR76AA		STGORGE

Part #	Description	Qty	Price	Extension
		0		\$0.00
2878213	PRO-STEEL WINDSHIELD FIXED	1	\$571.99	\$571.99
2879787	K-LIGHTBAR,11" 10W LED	1	\$599.99	\$599.99
2878715	2" LED LIGHT	1	\$129.99	\$129.99
2879863	K-HARNESS UVRSL,LIGHTBAR	1	\$49.99	\$49.99
2879863	K-HARNESS UVRSL,LIGHTBAR	1	\$49.99	\$49.99
2859970	DELUXE RESCUE SKID	1	\$5687.49	\$5,687.49
2877946	SPORT ROOF 3PIECE	1	\$263.99	\$263.99

X



Specifications for Polaris Ranger 6 X 6

ENGINE

Engine Type 4-Stroke Twin Cylinder
Displacement 760cc
Fuel System Electronic Fuel Injection
Cooling System Liquid

DRIVETRAIN

Transmission/Final Drive Automatic PVT H/L/N/R; Shaft
Drive System On-Demand True 6WD/Rear 4WD/Mid Differential Lock

SUSPENSION

Front Suspension Dual A-Arm 9.6" (24.4 cm) Travel
Rear Suspension Dual A-Arm, IRS 9" (22.9 cm) Travel

BRAKES

Front/Rear Brakes 4-Wheel Hydraulic Disc with Dual-Bore Front and Rear Calipers
Parking Brake Hand-Actuated

TIRES / WHEELS

Front Tires 25 x 10-12; 489
Rear Tires 25 x 11-12; 489
Wheels Stamped Steel

DIMENSIONS / CAPACITIES

Wheelbase	105" (266.7 cm)
Dry Weight	1,551 lb (704 kg)
Overall Vehicle Size (L x W x H)	137 x 60 x 76" (348 x 152 x 193 cm)
Ground Clearance	12" (30.5 cm)
Fuel Capacity	9 gal (34.1 L)
Bed Box Dimensions (L x W x H)	42.5 x 54 x 11.5" (108 x 137 x 29 cm)
Front/Rear Rack or Box Capacity	N.A./1,250 lb (567 kg)
Payload Capacity	2,000 lb (907.2 kg)
Hitch Towing Rating	2,000 lb (907.2 kg)
Hitch/Type	Standard/2" Receiver

FEATURES

Cargo System	Lock & Ride
Lighting	55W low/ 60W high, LED Tail
Instrumentation	Digital Gauge, Speedometer, Odometer, Tachometer, Tripmeter, Hour Meter, Clock, Gear Indicator, Fuel Gauge, Hi-Temp/Low-Batt Lights, DC Outlets (2)



POLARIS 2013 RKO UNITS

RANGER® 6X6

MEDICAL RESCUE SLIP-IN UNITS



* Vehicles may be shown with modifications and/or accessories

RKO
ENTERPRISES



CUSTOM MANUFACTURED TO MEET THE TOUGHEST SITUATIONS

RKO Basic Rescue Skid Unit

- Made To Fit Polaris RANGER® 4x4 or 6x6
- RKO-Junkin Rescue System
- Entire Unit is Removable
- Heavy Duty Aluminum Construction
- Low Profile Design
- Patient Transport System with
- Junkin JSA200 Stokes Basket

Polaris Part #: 2859972 With Attendant Seat
Polaris Part #: 2859971 Without Attendant Seat

RKO MED1 Deluxe Rescue Skid Unit

- Made to fit Polaris RANGER® 6x6
- All the Features of the Rescue Skid Unit plus: Storage Drawer under Patient Transport System with Door
- O2 Bottle Holder
- (2) IV Bag Clips
- Mounting Hardware

Polaris Part #: 2859970

See your local Polaris® dealer for price quote on installation time and cost.
For questions email fire.rescue@polaris.com

MEDICAL RESCUE UNITS

DRAFTAgenda Item Number : **6E**

Request For Council Action

Date Submitted 2014-11-12 08:30:57**Applicant** PC**Quick Title** PC Report from 11/18/2014**Subject** Consider the report from the Planning Commission meeting of Nov. 18, 2014.**Discussion** PC meeting is two days before the Council meeting. The PC Report for Nov 18th will consist of setting a public hearing date (Dec 4th) for an amendment to the City General Plan land use map in the Ft Pierce Ind Park area, consider a CUP for height of a detached garage, and consider 3 amended final plats which are listed as public hearing items.**Cost** \$0.00**City Manager Recommendation** Typical report from the PC with a general plan amendment needing public hearing date, a CUP for garage height, and several plats.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

**CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: NOVEMBER 18, 2014
CITY COUNCIL MEETING: NOVEMBER 20, 2014

1. **PUBLIC HEARING TO BE ADVERTISED FOR December 4, 2014**

Consider a **General Plan Amendment** from RES (Residential), COM (Commercial), and OS (Open Space) to BP (Business Park) on 93 acres and to OS (Open Space) on 17 acres. This is for the southerly extension of the Ft Pierce Business Park. The proposed extension is generally located along the west side of River Road and south of Enterprise Road. The applicant is SITLA (State Institutional Trust Lands). Case No. 2014-GPA-005. (Staff – Bob N.).

2. **FINAL PLATS AMENDED (FPA) – Public Hearings**

A. Consider approval of an amended condominium residential subdivision for “**Pelican Hills Condominiums Phase 2 Amended.**” The representative is Mr. Brandon Anderson, Rosenberg Associates. The property is zoned PD-R (Planned Development Residential) and is located at 810 South Dixie Drive. Case No. 2014-FPA-061. (Staff – Todd J.).

B. Consider approval of an amended residential subdivision final plat for “**Serenity Hills 2nd Amendment.**” The representative is Mr. Bob Hermandson, Bush and Gudell. The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and is located at the northwest corner of the intersection at 2780 East Street and 2000 South Street. Case No. 2014-FPA-070. (Staff – Todd J.).

C. Consider approval of an amended residential subdivision final plat for “**Temple Shadow Townhomes Phase II Amended.**” The representative is Mr. Reid Pope, L.R. Pope Engineering. The property is PD-R (Planned Development Residential) and is located at 380 South 100 east. Case No. 2014-FPA-071. (Staff – Todd J.).

3. **CONDITIONAL USE PERMIT**

Consider a request for a Conditional Use Permit to construct a **detached residential garage** with a maximum ridge height of approximately twenty-six feet (26') to accommodate an RV. The structure will be 3,000 sq. ft. (50 ft. x 60 ft.) The property is located at 464 West Del Mar Drive and is zoned RE-37.5 (Residential Estate 37,500 sq. ft. minimum lot size). The representative is Mr. Tim Kenny, New Trend Construction. Case No. 2014-CUP-021 (Staff – John W.)

4. **OTHER PLANNING COMMISSION BUSINESS**

A **training session** was held to discuss Sections 10-8-1 thru 10-8-4 of Title 10 Chapter 8 “Planned Development Zone” of the Zoning Ordinance between staff and the Planning Commission. At future PC meetings, as time permits, the subsequent sections will also be discussed.

PCR ITEM 2A

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL MEETING:

11/18/2014
11/20/2014

FINAL PLAT AMENDMENT

Pelican Hills Condominiums Phase 2 Amended

Case No. 2014-FPA-061

Request: Approval of an Amended Condominium Residential Subdivision Final Plat

Representative: Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

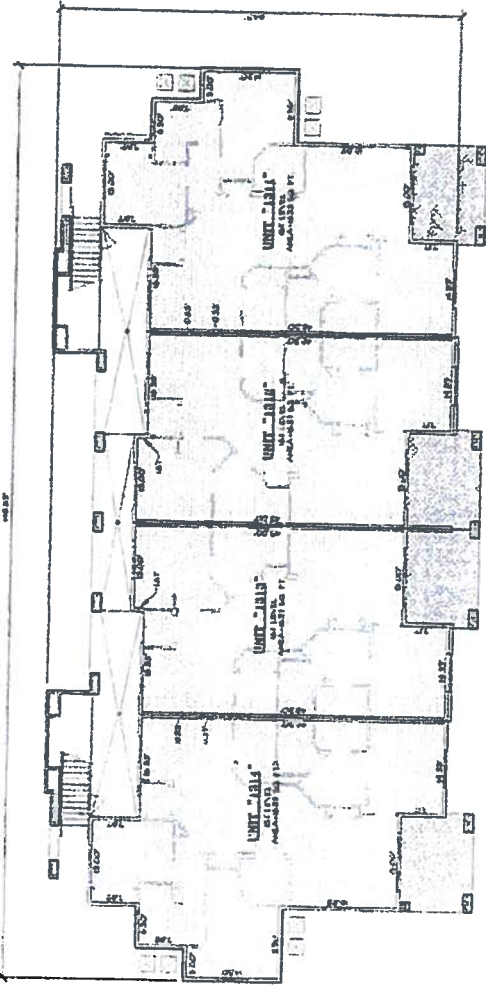
Property: Located at 810 South Dixie Drive

Zone: PD-R

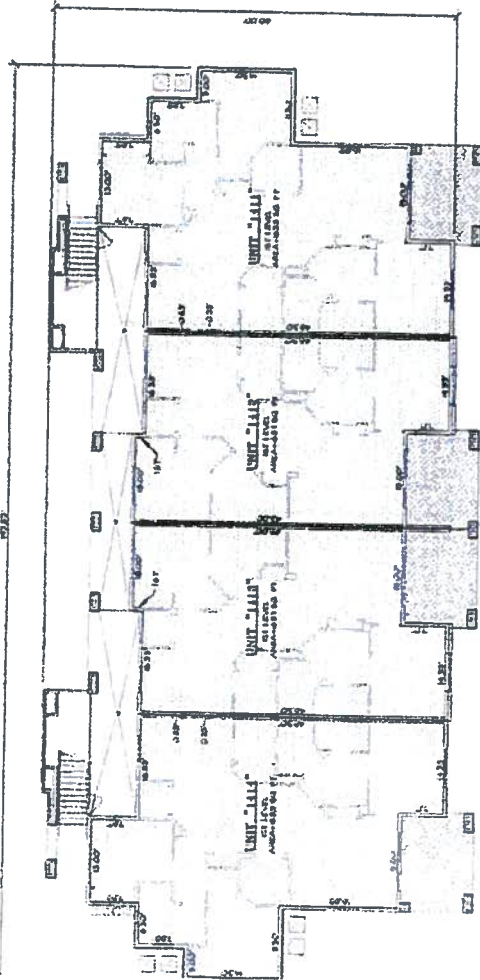
Staff Comments: The purpose of this Amended Final Plat is to convert some of the limited common area (covered patios) into private ownership for units 1326, 1327, 1426, and 1427. No other changes were made or intended.

All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval subject to Legal Approval.



BUILDING 13 LOWER FLOOR PLAN
SCALE: 1/8" = 1'-0"



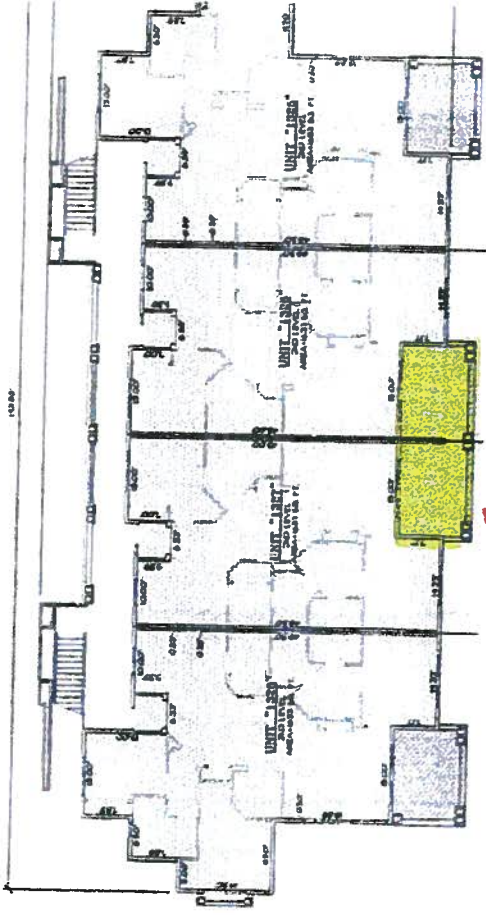
BUILDING 14 LOWER FLOOR PLAN
SCALE: 1/8" = 1'-0"

LEGEND:
PRIVATE AREA
LIMITED COMMON AREA
COMMON AREA

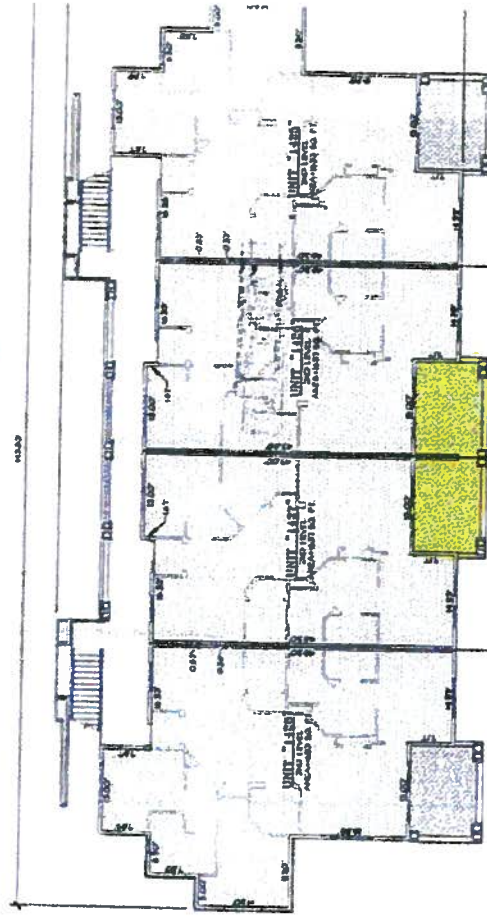
PELICAN HILLS CONDOMINIUMS PHASE 2

NBERG ASSOCIATES
ENGINEERS
10000 N. 10TH AVE., SUITE 100
DENVER, CO 80231
TEL: 724-1100
FAX: 724-1101

DATE: 11/11/01
BY: [Signature]
CHECKED: [Signature]
SCALE: AS SHOWN



BUILDING 13 UPPER FLOOR PLAN
SCALE: 1/8" = 1'-0"



BUILDING 14 UPPER FLOOR PLAN
SCALE: 1/8" = 1'-0"

PELICAN HILLS
CONDOMINIUMS PHASE 2
LOCATED IN VERONA, VERMONT AS SHOWN ON MAP
OF THE MAP AND BASE AND MEASUREMENT

PCR ITEM 2B

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL MEETING:

11/18/2014
11/20/2014

FINAL PLAT AMENDMENT

Serenity Hills 2nd Amended

Case No. 2014-FPA-070

Request: Approval of an Amended Residential Subdivision Final Plat

Representative: Bob Hermandson, Bush and Gudgeall
205 E. Tabernacle St., Suite 4
St. George, UT 84770

Property: Located at the northwest corner of the intersection at 2780 East St.
and 2000 South St.

Zone: R-1-10

Staff Comments: The purpose of this Amended Final Plat is to vacate the Public Utilities and Drainage Easement over the entirety of Lot 12 except for the standard 10 Foot wide and 7.50 Foot wide Public Utilities and Drainage Easement along street sides and side and rear lot lines respectively. No other changes were made or intended.

FYI – This original Final Plat was recorded in 2006. Lot 12 was designed to be a detention basin unit future storm drain facilities were put in place. When the elementary school was built these facilities were put in place and now the storm water is directed elsewhere and the detention basin for Lot 12 is no longer necessary.

All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval subject to Legal Approval.

ITEM 2C

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 11/18/2014
CITY COUNCIL MEETING: 11/20/2014

FINAL PLAT AMENDMENT

Temple Shadow Townhomes Phase II Amended

Case No. 2014-FPA-071

Request: Approval of an Amended Residential Subdivision Final Plat

Representative: Ried Pope, L.R. Pope Engineering
1240 East 100 South #15-B
St. George, UT 84790

Property: Located at 380 South 100 East

Zone: PD-R

Staff Comments: The purpose of this Amended Final Plat is to increase the size of Unit 1. This will be done by taking the 10 Feet of Common Area located between Units 1 and 2 and making part of Unit 1. No other changes were made or intended.

All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval subject to Legal Approval.

PCR ITEM 3

CUP / Garage Height

PLANNING COMMISSION AGENDA REPORT: 11/18/2014
CITY COUNCIL MEETING: 11/20/2014

CONDITIONAL USE PERMIT Case No. 2014-CUP-021

Request: To construct a detached residential garage. The height will exceed the allowable building height of fifteen feet (15'), unless a conditional use permit is granted for a greater height.

Property: The subject residence is at 464 West Del Mar Drive.

Applicant: New Trend Construction, LLC
PO Box 1704
St. George, UT 84770

Zoning: RE-37.5 (Residential Estates – 37,500 s.f. minimum lot size)

Ordinance: The Title 10, Chapter 7B “Modifying Regulations,” Section 10-7B-6(B)(7) reads: *“Detached Garages and accessory building shall be limited to an overall height of fifteen feet (15’) for pitched roofs...unless a Conditional Use Permit is granted for a greater height”*. This structure will be ± **twenty-six feet (26’)** in height, thus necessitating the purpose of this conditional use permit request.

Adj. Land: Single-family residences on the east and west. Elementary School located to the north.

Comments:

1. The proposed structure will be located in the rear yard approximately forty-seven feet (47') from the main dwelling and ten feet (10') from the side and rear property line.
2. The detached garage is to be used for the storage of an RV and will also include a workshop with a bathroom.
3. The proposed height of 26' feet is to accommodate the RV.
4. RE-37.5 does not limit an accessory structure to twenty-five (25%) of the rear yard, nevertheless, the garage does not exceed twenty-five (25%) of the rear yard.
5. The proposed structure will not encroach onto any City easements.
6. The detached garage will have a stucco finish and a tile roof.
7. Staff recommends approval.

P.C.: The Planning Commission recommends approval with conditions and findings.

Findings: The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Yes	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
The garage will have a stucco finish and tile roof.		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
	N/A	E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
	N/A	F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
The detached garage will be approximately 26' feet in height.		G. Height	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
	N/A	H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
	N/A	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.

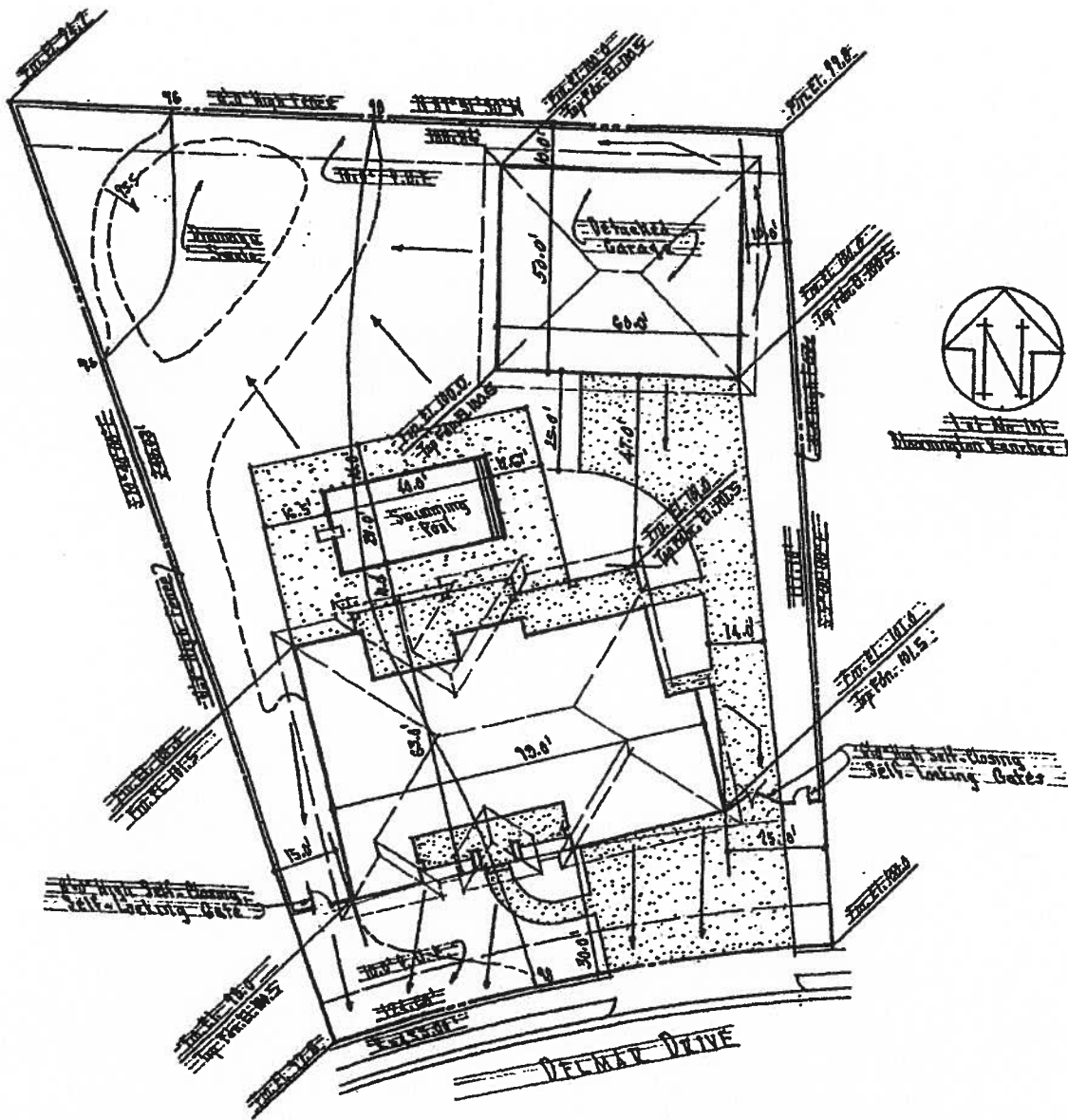
A detached garage is within the existing character of the zone. Several other CUP's have been granted for garage height in the area.		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
	N/A	K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)

To whom it may concern:

I am building a new home for Mr. Gene Lee on lot 131 Bloomington Ranches
And along with the home we would like to build a detached garage.

Thank you,

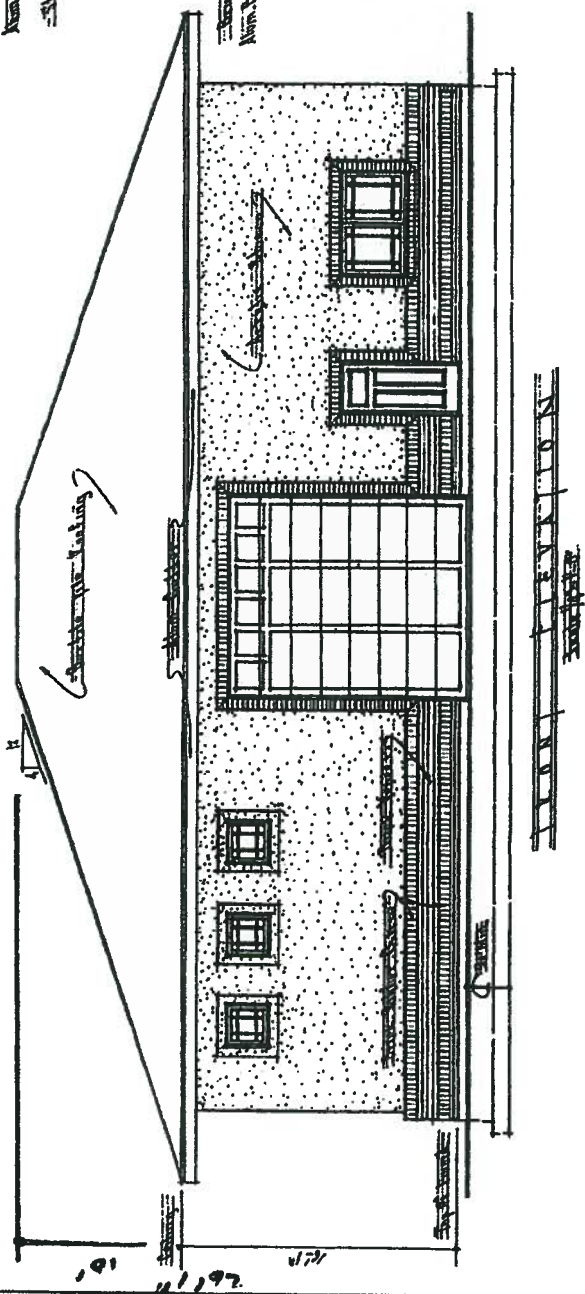
Tim Kenney- New Trend Construction LLC

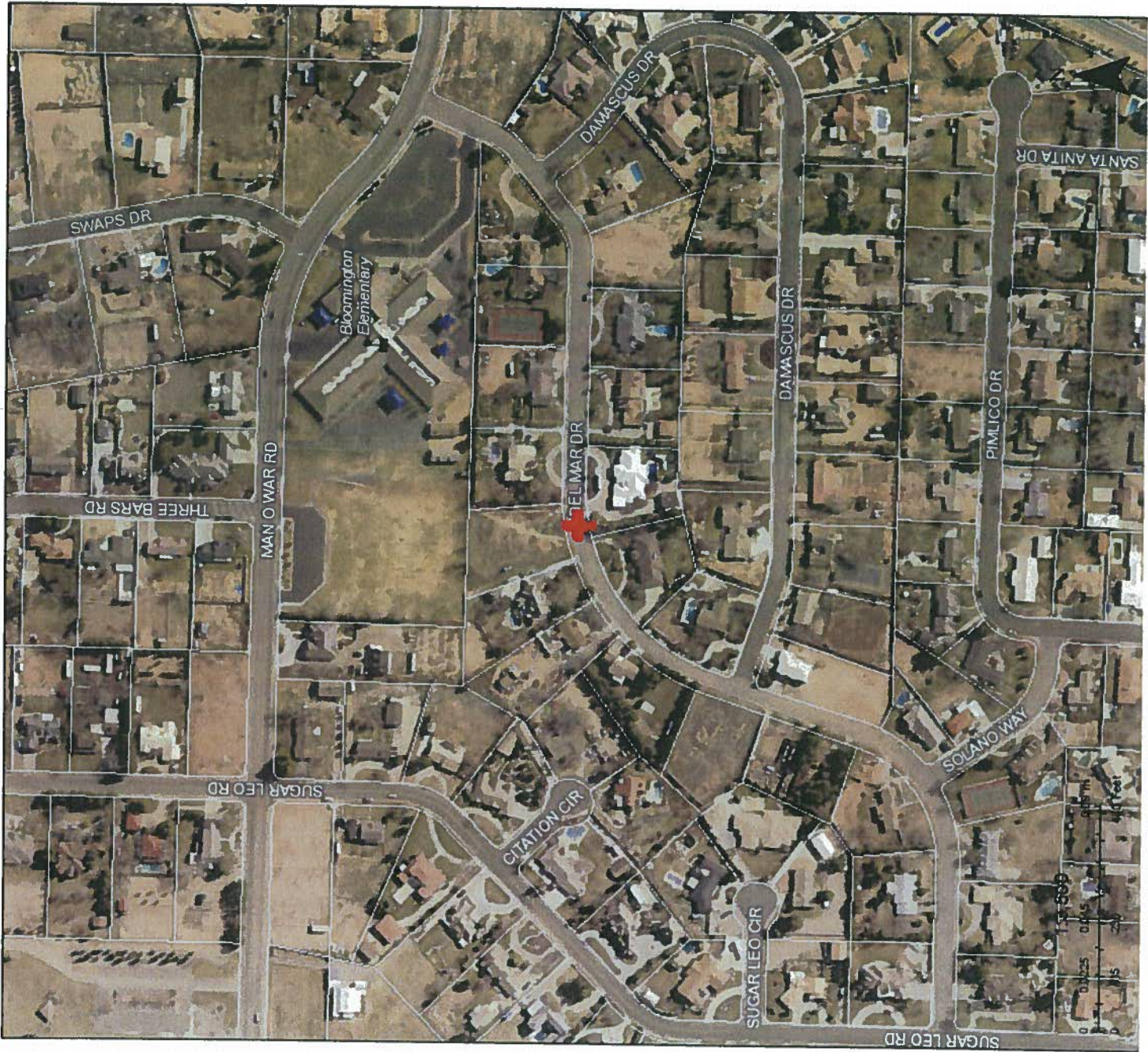


PLOT PLAN
Scale 1/8" = 1'-0"

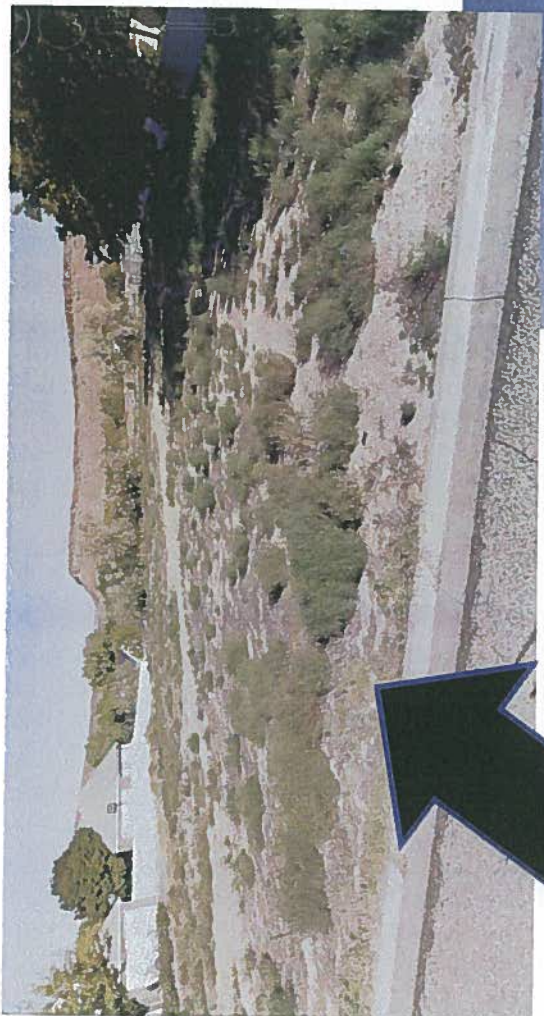
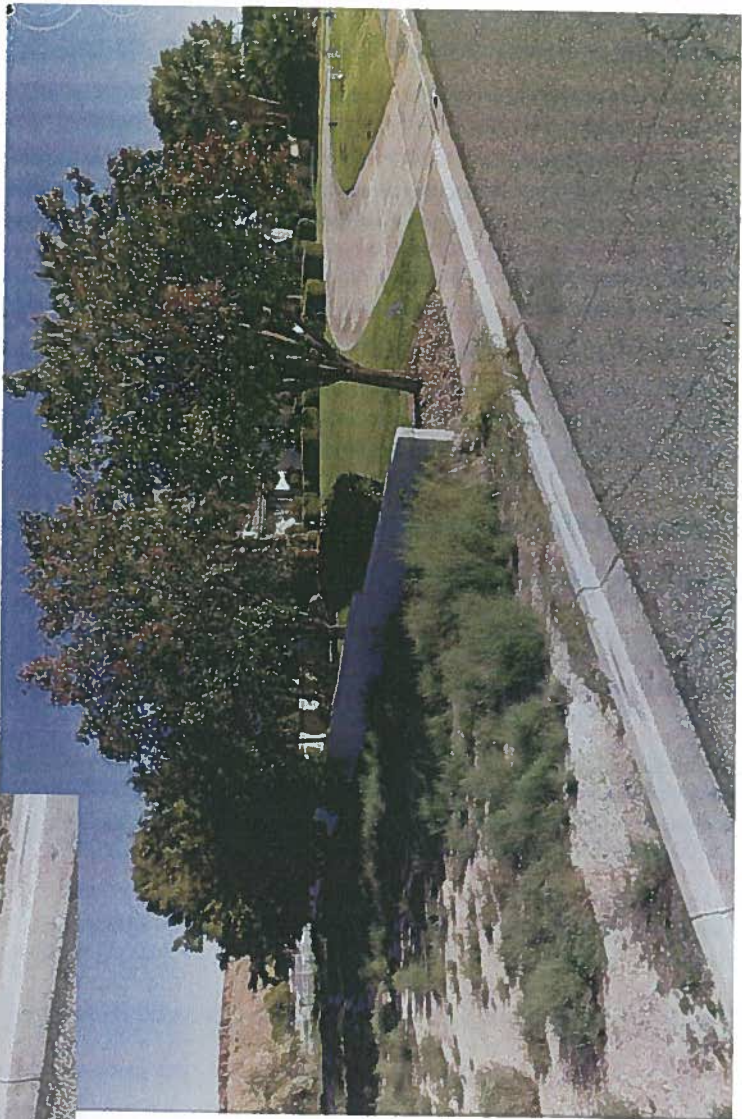
Lot No. 11-5574-1

CUSTOM RESIDENCE FOR	
GENE & GEVEA LEE	
Lot No. 11	
Blanchington Ranches No. 15 Subd.	
Brent McGreaves Design, Inc. 8371 South 700 West Sandy, UT 84070-6400 (801) 568-1113	AO









CONDITIONAL USE PERMIT
APPLICATION & CHECKLIST



I. PROPERTY OWNER(S) / APPLICANT INFORMATION

APPLICANT: New Trend Construction LLC
(If different than owner)
MAILING ADDRESS: Po Box 1704, St. George, ut. 84771

PHONE: _____ CELL: 435-632-6673 FAX: 435-656-2116
E-MAIL ADDRESS: tkenney40@gmail.com
LOCATION OF SUBJECT PROPERTY: 464 west Del Mar Drive

CONTACT PERSON / REPRESENTATIVE (if applicable): Tim Kenney
(If different than owner)
MAILING ADDRESS: Po Box 1704, St. George, ut. 84771

PHONE: _____ CELL: 435-632-6673 FAX: 435-656-2116
E-MAIL ADDRESS: tkenney40@gmail.com

II. PROPERTY INFORMATION

ZONING: _____ SUBDIVISION: Bloomington Ranches lot # 131

TAX I.D. NUMBER (PARCEL SERIAL NUMBER): SG-BR-3-131

EXISTING USE: Vacant Lot

Use of property and/or Buildings

PROPOSED USE: New Home & Detached Garage

Use of property and/or Buildings.

OFFICE STAFF USE ONLY

CASE NO. 20 14-CUP-021 FILING DATE: 11/5/14 RECEIVED BY: [Signature] RECEIPT: _____

FEE: \$300.00 - PAYABLE BY CHECK OR MONEY ORDER. CASH WILL NOT BE ACCEPTED

DRAFTAgenda Item Number : **6F**

Request For Council Action

Date Submitted 2014-11-12 11:51:21**Applicant** Tim Kenney, New Trend COstruction**Quick Title** Conditional Use Permit for Garage Height exceeding 15'™

Subject Consider approval of a Conditional Use Permit to construct a twenty-six foot (26'™) detached residential garage, located at 464 West Del Mar Drive. The height proposed will exceed the allowable building height of fifteen feet (15'™), without a Conditional Use Permit approval.

Discussion The applicant is proposing a twenty-six foot (26') garage, which will also include a workshop. Accessory buildings that exceed fifteen foot (15') in height are not permitted, unless a CUP is approved. Easements are located on the side and rear of the property. However, the garage will be setback ten feet (10'™) and will not be located in any easements. The PC will consider this request on the Nov. 18th and make a recommendation to the Council.

Cost \$0.00

City Manager Recommendation PC will hear on Nov. 18th does not appear to be a problem.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFTAgenda Item Number : **6G**

Request For Council Action

Date Submitted 2014-11-12 11:28:00**Applicant****Quick Title** Deseret Power Contract**Subject** Deseret Power Contract renegotiation**Discussion** The Energy Services staff has been working with Deseret Power to renegotiate the IPP power supply agreement and extend the existing Bonanza power supply agreement. Deseret has submitted a proposal to accomplish these requests.**Cost** \$0.00**City Manager Recommendation** Appears to be a good contract giving us a firm power contract extension at a great price. Recommend approval as presented at the CC work meeting on the 13th.**Action Taken****Requested by** Phillip Solomon**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

Amending and Re-structuring of Deseret-St. George Power Sales Agreements

Quick Term Sheet

1. 20 MW IPP-referenced Agreement

- a. DGT accepts St. George's written notice to terminate the Agreement, which termination will be 11:59 PM, August 31, 2015, in conformance with the requirements of the Agreement.
- b. DGT agrees to eliminate the Margin up to \$96,360 per month for the period beginning January 2014 through December 31, 2014. Starting January 1, 2015, DGT agrees to eliminate the Margin of \$7.50/kWh through the end of the contract term.
- c. DGT will refund the eliminated Margin as described in item 1.b. above for the period January 2014-November 2014 prior to December 31, 2014.

2. 50 MW Bonanza-contingent Agreement

- a. The Contract Demand will increase by 20 MW for the period September 1, 2015 through and including December 31, 2015. The Contract Demand will increase by 10 MW for the period January 1, 2016 through and including December 31, 2017. All rates and other terms of service shall be the same as applicable to the current 50 MW of the current signed agreement.
- b. Beginning September 1, 2015, (X) the Basic Energy Rates as otherwise determined in accordance with Section 7.e.(i) will be decreased by \$4.00/MWh and (Y) the Monthly Capacity Rates, as otherwise set forth in Exhibit C, will be increased by \$2.04/MW-month through the contract term.
- c. The term of the Agreement as set forth in Section 3.b.(i) will be extended to Midnight on December 31, 2023 (which additional four-year period is referenced below as the "Extended Term").
- d. The Monthly Capacity Rates will remain fixed at the 2019 rate through the end of the contract period. The Basic Energy Rates and O&M Energy Rates and Transmission Energy Rates will be increased or adjusted in the Extended Term based on the same escalation rate or adjustment methodology, as applicable and used in the period prior to the Extended Term, which result will subject to the further adjustment set forth in item 2.b. above.
- e. The Maximum and Minimum Basic Energy Rates set forth in Exhibit F will be extrapolated through the Extended Term using the same annual rate of escalation imputed from the three-year period prior to the Extended Term.
- f. The Agreement will be amended to more specifically address the impacts of and cost responsibilities between the parties for federal, state and local environmental laws, regulations, and programs that restrict or other impact the operation of Bonanza or impose additional operating or capital-related costs for the continued operation of Bonanza through its otherwise-expected economic life.